



13 April 2016

C76854

Peter McCall
fyi-request-3761-497e9584@requests.fyi.org.nz

Dear Mr McCall

Thank you for your email dated 15 March 2016, requesting a copy of signed contract for the supply of social impact assessment specialist services. Your request has been considered under the Official Information Act 1982 (OIA).

Your request for a copy of the signed contract is declined under section 18(e) of the OIA as the information requested does not exist. The contract has not been finalised and signed.

For your assistance I have enclosed a copy of the template for Conditions of Contract for Consultancy Services, August 2009 which was publicly available while the tender was open. Please note this has been updated following Health and Safety legislative changes that came into effect on 4 April 2016.

Further, the changes made to the provided template when it is signed would not be released as the document would be commercially sensitive.

I trust the information provided is of assistance. Should you have any concerns with this response, I would encourage you to raise these with the Department. Alternatively you are advised of your right to also raise any concerns with the Office of the Ombudsman. Contact details are: Office of the Ombudsman, PO Box 10152, Wellington 6143.

Yours sincerely



Vincent Arbuckle
Deputy Chief Executive
Corporate Services

CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES (CCCS) THIRD EDITION
AUGUST 2009

(Department of Corrections – Standard Amendments)

Approved for use [INSERT] October 2013

RELEASED UNDER THE
OFFICIAL INFORMATION ACT 1982

INTRODUCTORY NOTE

1. **Description:** This template has been designed to be inserted as the Department's standard special conditions (Part B) every time you use the Conditions of Contract for Consultancy Services (CCCS) Third Edition August 2009 (the **Contract**). You must ensure they form part of any tender for Consultant services where this contract has been determined as the appropriate contract to use. This may include closed tender processes generated from the Department's construction consultancy panel arrangement.
2. **When to use this document:** This document may be used:
 - (a) For engagements of consultants over \$100,000 (whole of life cost); or
 - (b) In limited other cases outside the above, with the approval of the Director Property and the Legal Services Unit (e.g. for an engagement below \$100,000 (whole of life cost) but from a risk perspective that has been assessed as having a suitable risk profile to use this form of contract).
3. **Important considerations including signing:** Before initiating any tender process you must ensure the requirement being purchased has the correct appropriation and the appropriate manager with delegated financial authority has given appropriate sign off to proceed. To sign this contract:
 - (a) Signing must be in accordance with current financial delegations (refer to the rules for commercial contract signing) which may be found on Corrnet;
 - (b) Print two (2) original copies;
 - (c) Arrange for the Consultant to sign both copies on the signing page (not on every page);
 - (d) Arrange for execution by the person with delegated authority and ensure both copies are signed and dated on the signing page;
 - (e) Keep one (1) copy; and
 - (f) Give one (1) copy to the Consultant.
4. **Comments/Assistance:** Please contact your manager or the Legal Services Unit if you have comments regarding this contract or if you require any assistance in completing this contract. Any changes to this template or supplier requests for changes must be referred to the Legal Services Unit for review. In all cases your contract will also require review by the Commercial Contracts Team prior to sign off.
5. **Insurance and Liability:** The Department has set, as a base position, a requirement for Consultants to have in place at least \$2,000,000 public liability and professional indemnity insurance. This is also where their limit of liability is set. This may not always be appropriate and you will need to consider the circumstances of your project (as well as insurance levels specified in a tender process, if relevant).

If you think you might need to alter the insurance and limit of liability base amount of \$2,000,000, or for insurance queries generally, contact your manager or the Senior Advisor Risk and Insurance in the first instance.

If you wish to change any other condition or have any questions please contact your manager or the Legal Services Unit.

GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

Variations to General Conditions of Contract

The General Conditions of Contract (ALGENZ/Transit ACENZ/IPENZ) *Conditions of Contract for Consultancy Services (CCCS)*, Third Edition August 2009 are varied as follows:

1. Definitions and Interpretation

Amend clause 1.1 as follows:

Delete the definition of '*Confidential Information*' and replace with the following:

"Confidential Information

'Confidential Information' means information other than information which:

- (a) has been published or otherwise has become part of the public domain other than through acts or omissions of the recipient; or
- (b) has been furnished to the recipient by persons other than the Client (which term includes persons employed by or acting for the Client) as a matter of legal right and without restriction on disclosure; or
- (c) was already in the possession of the recipient without restriction or disclosure; or
- (d) is required to be disclosed by any law or in relation to any proceedings or action before any Court, tribunal or other competent authority or body unless such information has been made the subject of a confidentiality order by that Court, or tribunal or other authority."

Delete the definitions of '*New Intellectual Property*', '*Pre-existing Intellectual Property*' and '*Client's Intellectual Property*' and replace with the following:

"Intellectual Property

'Intellectual Property' means all copyright, patents, designs, trademarks (registered or unregistered), or other protectable rights."

Add new definitions in appropriate alphabetical order as follows:

"Force Majeure Event

'Force Majeure Event' means any act of God or act of nature, confiscation or expropriation, embargo, public mains electrical supply failure, public gas supply failure, fire, flood, storm, explosion, nuclear accident, sabotage, revolution, riot, act of war whether declared or not, warlike operations, strike or industrial action (other than a strike or industrial action limited to the Consultants personnel only), earthquake, landslide, volcanic eruption, epidemic or quarantine restriction or any other event which is beyond the reasonable control of the party claiming relief.

Goods and Services Tax

GST means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

Project Information shall include:

- All deliverable reports, records, analyses, data, commercial and technical information, plans and concepts, and project information, diagrams, drawings, estimates, calculations, specific designs, specifications and other materials which are developed by the Consultant (including its employees, agents, Subconsultants and subcontractors) during this Agreement specifically and uniquely in connection with the Services.
- Any other deliverable specified in the schedules (including design methods, new designs and processes developed specifically and uniquely in connection with the Services but shall not include any process, know-how, idea or design method used by the Consultant to facilitate the development of the Services).
- Information supplied to the Consultant by the Client.

Project Information does not include any designs, techniques, information, knowledge, know-how, practices, documents, materials or other Intellectual Property that:

- (a) prior to the commencement of the Services was the property of the Consultant or other parties; or
- (b) is in the public domain; or
- (c) is generic in nature or has wider application, or potential for wider application, beyond the application envisaged in the deliverables required by the Services; or
- (d) is developed independently from the Services and the Consultant's access to any Confidential Information or Intellectual Property of the Client."

Delete the definition of 'Variation' and replace with the following:

"Variation

'Variation' means a change in scope, time of supply, cost or scale of the Services."

Delete clause 1.2 and replace with the following:

"1.2 In this Agreement:

- 1.2.1 all monetary amounts are stated exclusive of GST and in New Zealand dollars unless provided otherwise;
- 1.2.2 where the context permits the singular includes the plural and vice versa;
- 1.2.3 references to any party means the parties to this Agreement and includes their respective successors and permitted assignees (as the case may be);
- 1.2.4 references to clauses, schedules and to any attachments are to clauses, schedules and attachments (if any) to this Agreement (unless otherwise stated);

- 1.2.6 all references to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation;
- 1.2.7 references to a person include a natural person, firm, corporation, association or other entity whether incorporated or not and whether or not having a separate legal personality;
- 1.28 obligations that bind more than one person shall bind those persons jointly and severally."

2. Obligations of the Consultant

Delete the fifth bullet point in clause 2.1.

Add the following additional bullet points to clause 2.1:

- "comply with all reasonable directions and notified policies of the Client's Representative including the Client's Code of Conduct and its drug, alcohol and credit checking policies if relevant;
- provide all reports and all other information in accordance with Appendix A and as is required for the carrying out of the Services and report to the Client at the times and frequency set out in Appendix A;
- keep the Client regularly advised of the progress of the Services including immediate notification of issues that may prevent or hinder the provision of the Services;
- ensure that personnel performing Services under the direction of the Consultant are appropriately qualified and licensed to perform such work.
- notify the Client immediately or otherwise as soon as practicable, if a member of its Key Personnel providing the Services has a criminal conviction recorded or criminal charge laid against them"

Add a new clause 2.1A as follows:

"2.1A Consultant Acknowledgement

The Consultant acknowledges and agrees that all of its Key Personnel who attend a prison site:

- will be subject to the Corrections Act 2004 and the Corrections Regulations 2005;
- must comply with any lawful instruction issued by a Corrections officer at the site concerning security, any prisoner or any other matter;
- must carry photographic identification at all times while on a prison site; and
- must take reasonable precautions to ensure that their vehicles are kept secure at all times while on a prison site."

Delete clause 2.2 and replace it with the following:

- "2.2 The Consultant shall provide timely and efficient services to the Client. The Consultant represents that it possesses the necessary skills, personnel, organisation and equipment to

provide the Services and will provide the Services with the necessary skill, care and diligence in accordance with usual professional standards and practice."

Add the following new paragraph to clause 2.5 as follows:

"The Consultant shall at all times integrate the Services properly with the work of Other Consultants appointed by the Client to provide consulting or advisory services for the Services, and shall co-ordinate its Services where applicable with such Other Consultants, but shall not be responsible for the Other Consultants or their performance."

Add a new clause 2.10A as follows:

"2.10A The Client's safety and security procedures

The Consultant will comply (and procure its personnel to comply) with the Client's security, operational, staff and building procedures in respect of the Services and protocols and regulations for access to the Site as required by the Client from time to time. Where no particular requirements are specified by the Client, the Consultant shall undertake its tasks in a proper, diligent, and competent manner, and observing all confidentiality, health, safety and security rules that apply to personnel of the Client in respect of the Site and the Services."

3. Obligations of the Client

Delete the last paragraph of clause 3.5.

Amend clause 3.9 by deleting the three bullet points in the second paragraph and replacing with the following:

"...where the Client expressly agrees to the reduction of liability when giving the approval."

5. Payment

Add the following words to the end of clause 5.1:

"...other than any portion that is genuinely disputed by the Client."

Add a new clause 5.3 as follows:"

"5.3 Invoicing

The Consultant shall issue monthly invoices to the Client at the end of each month. The Consultant will provide a full breakdown of the nature of the Services provided with each invoice. Each invoice shall be in the form of a tax invoice."

6. Liability and Insurance

Delete clause 6.2 and replace with the following:

"6.2 Limitation of Liability

The amount payable by the Consultant whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses shall be limited to NZ\$2,000,000 (as recorded in Part A) for any one single event.

The amount payable by the Client whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses shall be limited to NZ\$50,000 for any one single event."

Clause 6.4 is deleted and replaced with the following:

"6.4 Duration of Liability

The limitation of liability that will apply is that provided for by the Limitations Act which generally is 6 years from when the cause of action occurred."

Add a new provision to clause 6.5 (Insurance):

"The insurance policies must be effected with reputable insurers approved by the Client (such approval will not be unreasonably withheld). The Consultant must provide at the request of the Client certificates of insurance stipulating the type of policy and the major inclusions and exclusions, the limits of liability and policy deductibles applying and will make any amendments to the policies the Client may reasonably require. Without limiting the above, the Consultant must ensure its policy of Professional Indemnity Insurance contains at least one (1) automatic reinstatement."

7. Variations

Delete clauses 7.1, 7.2 and 7.3 and replace with the following:

"7.1 Ordering a Variation

Where the Client's Representative requires a Variation or a change to any instructions previously given to the Consultant by the Client's Representative, the Client's Representative must notify the Consultant in writing of these changes (proposed Variation).

Within five (5) Working Days (or such other period as may be agreed between the Client's Representative and the Consultant) after notification under clause 7.1, the Consultant must advise the Client's Representative in writing of:

- (a) the effect (if any) the proposed Variation will have on the Services and the impact (if any) on key dates the Consultant is working to;*
- (b) an estimate of the period of any delay (including any delay which may be caused by the need to obtain any consent or approval from any relevant authority to the change);*
- (c) the extent to which the proposed Variation will increase or decrease the fees as set out in Appendix B and the basis of the valuation of any increase or decrease;*
- (d) the possibility of accelerating the performance of the Services to avoid any delay; and*
- (e) the requirements as to payment for carrying out the Services as they relate to the proposed Variation.*

Following receipt of the information required under this clause, the Client's Representative may:

- (a) give direction to the Consultant to carry out the proposed Variation on the terms set out in the Consultant's notice given under this clause or on those other terms agreed between the Client's Representative and the Consultant in which case the change shall be referred to as a 'Variation'; or
- (b) advise the Consultant not to proceed with the proposed Variation.

In the absence of a direction from the Client's Representative under this clause, the Consultant must not carry out a proposed Variation and is not entitled to any payment for carrying out a proposed Variation nor any preliminary or pricing work in respect of that proposed Variation.

7.2 Consultant Requested Variation

Where a direction is given by the Client's Representative which is not in writing or is not expressly stated to be a change that the Consultant considers is a Variation, the Consultant may within two (2) Working Days of receiving the direction give written notice to the Client's Representative that it considers the direction to be a Variation. Any written notice received after two (2) Working Days from the date the direction is received by the Consultant shall not be accepted by the Client's Representative for consideration as a Variation. Unless the Client's Representative, by written notice within ten (10) Working Days, rejects the Consultant's claim it shall be treated as if it was a Variation at any time (and for any reason).

7.3 Valuing changes

Where Appendix B contains prices or rates which are directly applicable, or if not directly applicable, have a sufficient relationship to the Variation for it to be reasonable for the value of Variation to be derived from them, the Consultant and the Client shall use those figures as a base for calculating the value of the Variation under clause 7.1 and 7.2.

The value of each Variation shall as far as possible be determined by agreement between the Consultant and the Client's Representative.

Failing agreement, the value shall be the fair value of the Variation determined under the dispute resolution clauses of this Agreement."

8. Confidentiality

Delete the first bullet point of clause 8.1.

Delete the first bullet point of clause 8.2.

Add the following new bullet points to clause 8.2 (Consultant Obligations):

- label all documentation as being Confidential Information (this is in addition to the labelling requirement below and in clause 9.1).
- clearly label all documentation submitted for consent purposes under the Building Act 2004 as follows (this is in addition to the labelling requirement under clause 9.1):

"Confidential for the purposes of section 217(2)(b) of the Building Act 2004. Subject to Crown copyright. This document and its contents are the property of the Chief Executive of the Department of Corrections and must be kept confidential to ensure the security of the building and the Services. Any unauthorised use or reproduction, whether in full or in part is forbidden".

- must not, whilst at any prison site, communicate with any prisoner and must comply with instructions of the Client's staff and will otherwise comply with the obligations recorded in clause 2.1A.
- comply with any confidentiality undertaking given by the Client (and any client of the Client) in connection with the subject matter of the Services, that is provided to it, as if it were a party to that undertaking.
- comply with any of the Client's policies the client considers are applicable, including the Client's code of conduct which applies to all contractors. A copy of any such policies will be provided to the Consultant."

Add new clause 8.5:

"8.5 Official Information Act and Other Matters

Notwithstanding clause 8.1 above, the Consultant acknowledges the Client may be required to disclose information under the Official Information Act 1982, Parliamentary and Select Committee requirements and requirements of Ministers and other relevant laws, legislation or other acts of Parliament. The Consultant further acknowledges that, in accordance with Section 2(5) of the Official Information Act 1982, all information it holds in relation to the Services and in its capacity as Consultant shall be deemed to be held by the Client for the purposes of that Act. The Consultant shall assist the Client in providing any information required under this clause and the Consultant shall not make a charge for providing the information."

9. Copyright of Documents

Delete clauses 9.1 to 9.6 (inclusive) and replace with the following:

"9. Copyright of Documents

9.1 In this Agreement, **New Intellectual Property Rights** means all intellectual property rights, including, but not limited to, copyright, in all concepts, designs, drawings, specifications, plans, studies, reports, and documentation collated, prepared or created by the Consultant (or persons on behalf of the

Consultant) in carrying out the Services but not including pre-existing intellectual property.

9.2 All New Intellectual Property held in any medium, whether electronic or otherwise, shall be owned by the Client.

9.3 All Intellectual Property owned by the Client shall remain the property of the Client.

9.4 All drawings, specifications and other documents are to be labelled:

"Subject to Crown copyright. This document and its contents are the property of the Chief Executive of the Department of Corrections. Any unauthorised reproduction or use, whether in full or in part, is forbidden."

9.5 The Client acknowledges that it does not own the intellectual property rights in any pre-existing materials which the Consultant used, but did not specifically create or prepare for the Services (the **Pre-Existing Materials**). However, the Consultant must, and hereby licenses and otherwise authorises the Client, or any third party with whom the Client contracts, to use such Pre-existing Materials for the construction and/or management relevant to the Services (the **Licence**).

9.6 The Consultant further licenses and otherwise authorises the Client to make the Pre-existing Materials available to all tenderers for any future tender(s) for the construction and/or management relevant to the Services.

9.7 The Consultant warrants that to the best of its knowledge the New Intellectual Property Rights prepared by the Consultant does not infringe the intellectual property of any other person.

Ownership of Documents

9.8 The Services Materials and all other materials written or provided by the Consultant will be owned by the Client."

Project Information

9.9 All Intellectual Property rights in all Project Information prepared by the Consultant in relation to the Services shall on creation immediately and directly vest in the Client.

9.10 The Consultant will provide the Client with all Project Information, (where practicable the original and otherwise a copy). Where Project Information is created electronically, the Consultant will provide an electronic copy of the Project Information in a readable format reasonably acceptable to the Client. The Consultant is entitled to keep a copy of the Project Information for quality assurance and insurance purposes. If called upon by the Client at any time, the Consultant will immediately hand over all Project Information held by it to the Client.

9.11 If the Client asks, the Consultant will also supply reasonable comment or explanation in connection with the Project Information as is reasonably required to complete the Services. Such comment or explanation shall be supplied within reasonable time of the request. The Consultant shall be entitled to charge for providing such comment that is requested by the Client after this Agreement has come to an end in accordance with the basis of remuneration set out in

this Agreement, and where the basis of remuneration is not applicable, the fair value for such additional services.

- 9.12 *The Consultant does not warrant the suitability of the Project Information for any use other than is reasonably required to enable the Client to make use of the Services"*

11. Termination

Delete the first paragraph of clause 11.1 and replace it with the following:

"The Client may in its sole discretion terminate this Agreement at any time for any reason by giving written notice of termination to the Consultant. Upon receipt of such notice, the Consultant shall immediately stop provision of the Services."

Delete clause 11.3 and replace with the following:

"Upon completion of the Services or earlier termination of this Agreement the Consultant must return to the Client any property, including the Client's Intellectual Property, or equipment of the Client which is in the Consultant's possession or control."

Insert a new section 11A as follows:

"11A Suspension

11A.1 Suspension notice

The Client may suspend all or part of the Services by notice in writing to the Consultant. Upon receipt of such notice of suspension, the Consultant shall immediately stop provision of the Services

11A.2 Right of termination

In the event that the Services have been suspended under the previous clause for a period of at least six (6) calendar months or if it is clear within three (3) months of the date of suspension that it will be impossible or impractical to require the Consultant to resume the suspended Services before the period of suspension has exceeded six (6) months, then the Consultant may terminate the Agreement by giving the (10) Working Days' notice in writing to the Client.

11A.3 Minimise further expenditure

Upon suspension of this Agreement for any reason the Consultant shall immediately make arrangements to minimise further expenditure relating to provision of the Services.

11A.4 Payment

Where the Services are suspended under clause 11A.1 of this Agreement, the Consultant shall be entitled to payment for the Services carried out to the date the suspension takes effect.

11A.5 *Suspension of the Agreement shall not prejudice or affect the accrued rights and liabilities of either party under this Agreement."*

12. General Provisions

Delete clause 12.4 and replace it with the following:

"12.4 Force Majeure

If any party to this Agreement is unable to carry out that party's obligations under this Agreement due to a Force Majeure Event, the party who cannot carry out its obligations under this Agreement must give the other party to this Agreement notice as soon as practicable of the cause and insofar as it is known the probable extent to which the party giving the notice will be unable to perform or will be delayed in performing its obligations (Force Majeure notice). On the issue of a Force Majeure notice, the relevant obligations of the party giving the notice will be suspended insofar as that party is prevented during the continuation or intervention of such cause to carry out those obligations.

The party giving a Force Majeure notice must take all reasonable steps to reduce the effects of and eliminate the Force Majeure event and must resume performance as promptly as is practicable.

Should the Force Majeure Event continue for a period exceeding eight (8) calendar months from the date of the Force Majeure notice, then the Client may, by written notice to the Consultant, terminate this Agreement and the Consultant shall cease to supply the Services.

A Force Majeure Event does not include industrial action on the part of the Consultant or the Consultant's or its Sub-consultants employees or agents, or inability on the part of the Consultant to obtain supplies or materials due to disputes with its third party suppliers or its Sub-consultants."

Add a new provision to clause 12.5 Advertising:

"The Client reserves the right to restrict the publication of any material relating to this Agreement. All details of the specific labelled layout of the buildings, and features contained within them must be kept confidential. No details relating to this Agreement may be published or broadcast without the Client's prior written approval. The Client will consider any reasonable request for the use of general details of this Agreement in the Consultant's promotional material. The Client will decide such a request in its sole discretion."

Delete clause 12.6 and replace with the following:

"The Consultant will keep the Client adequately advised of the progress of the Services and where the scope of services in Appendix 1 provides for particular reporting requirements the Consultant will provide the reports within the timeframes as specified in Appendix 1."

Amend clause 12.9 Survival of Provisions to include clauses 10, 11.3 and 11.4, 12.1, 12.5 and 12.7.

Add a new clause 12.15:

"12.15 Criminal Record Checks

*The Client may require the Consultant and the Consultant's subcontractors, Contractors, Key Personnel, Subconsultants and employees (the **Personnel**) to provide a completed Ministry of Justice Criminal Conviction Check prior to those Personnel providing the Services. The Client reserves the right to reject any Personnel that do not return a clear Criminal Conviction Check from providing the Services. The Client may also require (at its cost) drug, alcohol and credit checking of Personnel prior to their providing the Services. The Client reserves the right to reject any Personnel who does not return a drug, alcohol and credit check that is satisfactory to the Client in all respects."*

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Appendix A: Scope, Purpose, Programme and Completion Date for the Services

Write the scope, purpose, detail, and completion programme/timetable of the Services to be performed.

This Appendix should be completed in relation to all contracts, describing as clearly and precisely as possible the scope and purpose of the Services to be provided by the Consultant. It will often be useful for the Client and the Consultant to prepare the details together, thus ensuring a mutual understanding of the Client's requirements. The agreed Services may be a combination of the description from the RFT issued by the Client and the Consultant's proposal. Particular attention should be paid to the extent of the Consultant's responsibility and any exclusions from his or her responsibility. Reference should also be made to any coordinating role required to be played by the Consultant. (We note that the ACENZ/IPENZ joint publication "**Guideline on the Briefing & Engagement for Consulting Engineering Services**" January 2004 (First Edition) may be of assistance in preparing this Appendix.)

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Appendix B: Fees, Expenses and Payment

This Appendix should be completed in relation to all contracts, describing the details of the remuneration to be made by the Client to the Consultant. It should include the basis of the fee, eg lump sum, time charge, percentage fee etc, the timing of milestones (which must be achieved before the Consultant is paid) and details of payment amount and dates. It should also identify what is included within the basic fee in the way of disbursements for support services or similar or set out what expenses and disbursements will be paid on top of the basic fee. (We note that the ACENZ/IPENZ joint publication "**Guideline on the Briefing & Engagement for Consulting Engineering Services**" January 2004 (First Edition) may be of assistance in preparing this Appendix.)

Drafting Note: If you are issuing this contract with an RFT, you should include any particular requirements regarding fees, expenses and payment to the Consultant that are outlined in the RFT. The Consultant is then required to submit a completed Appendix B with its tender.]

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Appendix C: Client's Representative

Drafting Note: If you are issuing this contract with an RFT, Appendix C is to be completed prior to issuing the RFT.

Client's Representative:

Name:

Telephone:

Mobile phone:

E-mail:

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Appendix D: Consultant's Key Personnel, Consultant's Representative, Other Key Personnel

Drafting Note: If you are issuing this contract with an RFT, Appendix D should be completed by the tenderer and submitted with the tender.

Consultant's Key Personnel:

Name:

Telephone:

Mobile phone:

E-mail:

Consultant's Representative:

Name:

Telephone:

Mobile phone:

E-mail:

Other Key Personnel:

Name:

Telephone:

Mobile phone:

E-mail:

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Appendix E: Subconsultants and Subconsultants' Key Personal

Drafting Note: If you are issuing this contract with an RFT, Appendix E should be completed by the tenderer and submitted with the tender.

<u>NAME OF COMPANY PERSONNEL</u>	<u>TYPE OF SERVICES</u>	<u>PREVIOUS EXPERIENCE/KEY</u>
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**Appendix F: Other Consultants, Other Consultant's Insurance, Personnel,
Equipment, Facilities and Information Supplied by Client**

Drafting Note: If you are issuing this contract with an RFT, Appendix F is to be completed prior to issuing the RFT document if applicable. You should list any person or entities (other than the Consultant) who will be engaged to carry out other consulting or advisory services related to the Services. It does not include a Contractor.

Delete this Appendix if there are no Other Consultant's who will be engaged to carry out other consulting services related to the Services to be performed by the Consultant.

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Appendix G: Client's Hazard Information and Notification

Drafting Note: If you are issuing this contract with an RFT, Appendix G is to be completed prior to issuing the RFT document if applicable. If there is no Client Hazard identification applicable or relevant to the Services then delete this Appendix.

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SPECIAL CONDITIONS - PART A (SPECIFIC CONDITIONS OF CONTRACT)

- Clause 5.1 Time for payment shall be the 20th of the month following the issue of the relevant invoice – provided always that the invoice is issued no later than the 1st of the same month.
- Clause 6.2 Limit on liability will be **\$2,000,000 for any one single event.**
- Clause 6.4 Period of liability will be **six (6) years.**
- Clause 6.5 Insurance amount will be a minimum of **\$2,000,000 for both professional indemnity insurance and public liability insurance.**

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