

AGREEMENT DETAILS			
Contract No	66/2023	Award Date	TBA?
Client	Anglican Community Services ABN [REDACTED]	Submission due date	TBA?
Contract Name / Type	Property Management Contract for the Supply of Fire Services	Review Date	13 July 2020
Nature of Contract	Maintenance type agreement	Contract Value	TBA?
Location / Site	TBA	On Site Duration / Term of Engagement	Two years plus 1 year 1 November 2020 – 31 October 2023
Scope Of Work	TBA?		

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
1. Limitation of liability	Silent		Depart Request cap on liability equal to [REDACTED] of the total amounts payable under the Contract	
2. Consequential losses	[REDACTED] is liable for consequential loss	GC 7.6(b)(vii)	Depart Request exclusion for consequential loss	
3. Liquidated damages	Whilst no LD's are mentioned, there is reference to Key Performance Measures, and that Superior Fire Services is to agree that where the Key Performance Measure is not met, the fee payable by Anglicare will be reduced by [REDACTED] [REDACTED] to consider this.	GC 10.4	Depart Suggest this is deleted	
4. Insurance	Standard insurance provision. Insurances required to be provided are: <ul style="list-style-type: none"> Public Liability insurance: \$[REDACTED] Workers Compensation: \$an amount required by law Contract Works insurance Professional Indemnity insurance: \$[REDACTED] 	GC 11	[REDACTED] and its insurance advisors to confirm	

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
	Suggest contract works insurance is deleted – this should be provided by the client.			
5. Indemnity obligations	██████████ to indemnify the client against any loss of or damage to property, injuries, death etc. A proportionate reduction provision exists.	GC 7.6 GC 12.2	Agree	
6. Defects liability	There does not appear to be an expressed DLP provision		Agree	
7. Security and retention	The Details confirms that the type and amount of security to be provided as “Not Applicable”	GC 14 Contract Details	Agree No securities to be provided	
8. Payment terms	<p>██████████ must;</p> <p>Issue a claim for payment on the 28th day of each month.</p> <p>Within 10 business days, the client must provide its payment schedule and determine the amount payable.</p> <p>Payment will be received within 30 Business Days of receiving a claim for payment.</p>	GC 22	Agree	
9. Rights and liabilities upon termination	<p>If this Contract is terminated under clause 24.3(a):</p> <p>(i) Anglicare will pay ██████████ for:</p> <p>(A) the Services performed up to and including the date of termination; and</p> <p>(B) the cost of materials reasonably ordered by ██████████ prior to the date of termination and which are to be incorporated into or used in any Services and which, on payment by Anglicare, will become the property of Anglicare</p>	GC 24.3	Agree	
10. Variations	If ██████████ receives a Variation Proposal under clause 19.1, or, the Contractor considers that a variation has been directed by Anglicare, then the Contractor	GC 19.2	Agree	

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
	<p>must give the Anglicare Representative within 5 days of receiving a direction a notice detailing the adjustment which the Contractor considers should be made to the Contract as a consequence of the Variation Proposal or Anglicare's direction constitutes a Variation.</p> <p>If [REDACTED] is directed to undertake a variation, it must comply with the direction.</p>			
11. Design responsibility	TBA			
12. Milestone / Key dates and durations	<p>Term = 2 years with 1 year extension</p> <p>1 November 2020 – 31 October 2023</p>		Agree	
13. Dispute resolution	A reasonable stepped dispute resolution process exists.	GC 23	Agree	
14. Delay Time Bars	<p>If [REDACTED] is or will be delayed in carrying out the Services in accordance with the applicable Time for Completion, the Contractor must within 10 Business Days of the commencement of the cause of the delay notify Anglicare, giving details.</p> <p>If the Contractor's delay is caused by an event outside its reasonable control, provided that the Contractor has taken all reasonable steps to minimise the consequences of the delay, the time for carrying out the Services will be extended by the extent of the delay to the extent that it is demonstrated that the delay affects or will affect the timing of the carrying out of the Services.</p>	GC 20	Accept	

Checks	Client Position		Clause	Agree or Depart Suggestion	TCR Item
	To the extent the delay arises solely as a result of a negligent act or negligent omission of Anglicare, Anglicare will pay to the Contractor the reasonable extra costs the Contractor incurs by reason of the delay.				
	Failure to comply with clause 20.2 may result in time barring.				
15. Delay entitlements	Time	Cost	<div> <div>✓</div> <div>✗</div> </div>		
• Delays in Access by client	✓	✓	GC 20.2	Agree	
• Suspension by client	✓	✓	GC 20.2 GC 21(c)	Agree	
• Cyclones	✓	✓	GC 20.2	Agree	
• Force Majeure	✓	✓	GC 20.2	Agree	
• Inclement Weather					
• Change in Law	✓	✓	GC 20.2	Agree	
• Latent Conditions (site only)	✓	✓	GC 20.2	Agree	
• Errors/ delays in client's documents	✗	✗	GC 1.3 GC 16.2	Depart Request wording amendment to provide clear entitlement	
• Delays by client's other contractors	✓	✓	GC 7.9	Agree	
• Delays in client's free issued equipment	✓	✓	GC 20.2	Agree	
• Acceleration	✓	✓	GC 19.2	Agree	
• Disruption					
• Variations	✓	✓	GC 19.2	Agree	
• Contaminated Material	✓	✓	GC 20.2	Agree	
16. Other					

Tender Commercial Review – [REDACTED] (Tenderer)

Commercial/Risk Observations, Recommendations and General Notes (please note, only the General Terms and Conditions has been reviewed)

1. Note – Clause 20.3(c) confirms no Fee shall be charged by the Contractor or payable by Anglicare in respect of or during the agreed Christmas close-down period.