

Tender Clarification Register - Commercial

Subcontract No: TBA	Tenderer: [REDACTED]
Project: TBA	Rev: 0
Title: TBA	Date: 14/07/2020

Item No.	Section / Clause	Date	Comment By	Exception / Clarification	Status (Open/Closed)
COMMERCIAL CLARIFICATIONS					
1.	Limitation of Liability New clause	14/07/20	[REDACTED]	<p>[REDACTED] requires the insertion of a provision that provides [REDACTED] with an exclusion for consequential loss and an overall cap on liability.</p> <p>[REDACTED] proposes the insertion of the following wording:</p> <p><i>“(a) Consequential Loss</i> <i>The Contractor and Anglicare will not be liable to each other for any Consequential Loss suffered by the Contractor or Anglicare arising out of or in connection with the Contract.</i></p> <p><i>(b) Loss Limitation</i> <i>Notwithstanding any other provision of this Contract, the maximum liability of the Contractor to all persons or entities (including but not limited to Anglicare or the Client and their respective personnel) listed under the Contract is limited to 25% of the Fee.</i></p> <p><i>(c) Consequential Loss means loss of profits, loss of production, loss of revenue, and loss of business opportunities, or any special, contingent or penal damages.”</i></p>	OPEN
			CLIENT		

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2.	Protecting People and Property Clause 7.6	14/07/20	[REDACTED]	[REDACTED] requires the following amendment to clause 7.6(b)(vii): <i>"bearing the cost of repairing, or making good, loss or damage to adjoining and other properties, and any consequential damage caused by, as a consequence of or arising out of any act, omission, default or neglect of the Contractor in the provision of the Services at a Site."</i>	OPEN
			CLIENT		
3.	Failure to meet key performance indicators Clause 10.4	14/07/20	[REDACTED]	[REDACTED] requires deletion of clause 10.4.	OPEN
			CLIENT		
4.	Discrepancies Clause 1.3	14/07/20	[REDACTED]	[REDACTED] requires an amendment to clause 1.3: <i>"If either party discovers any error, omission, ambiguity, discrepancy or illogicality in or between any document prepared for the carrying out of the Services or any other document forming part of this Contract, that party will promptly, and if that party is the Contractor, before commencing the relevant part of the Services, give notice to the other party and Anglicare will direct the Contractor as to the interpretation and construction to be followed. Unless Anglicare determines otherwise, the Fee will not be adjusted as a result of any direction. If any direction causes the Contractor to incur additional cost, the Contractor will be entitled to claim a variation under clause 19.2"</i>	OPEN
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