

## SCHEDULE 1 – EXAMPLE STANDING OFFER REQUEST FOR SUPPLY

This Schedule 1 describes the information requirements for a Standing Offer Request for Supply issued under the Standing Offer (if formed). Attachment 1 to this Schedule 1 is a partially complete Annexure Part A to the AS4122-2010 General Conditions of Contract for Consultants (as amended). Each Standing Offer Request for Supply will include its own:

- (a) Annexure Part A to the AS4122-2010 General Conditions of Contract for Consultants (as amended);
- (b) Scope / Contract Particulars; and
- (c) Reply form.

### Standing Offer Request for Supply

The sample form below specifies the minimum information requirements for a Standing Offer Request for Supply. A reference to an 'Item' refers to the corresponding reference in the Contract Conditions. The Client may supplement these minimum requirements if required.

<b>STANDING OFFER REQUEST FOR SUPPLY FORM</b>	
<i>(This is a Standing Offer Request for Supply as defined the Standing Offer Conditions. This form attaches Annexure Part A required by the Contract Conditions.)</i>	
This Standing Offer Request for Supply is issued in connection with the Standing Offer formed under <b>RFO WCS2024NR1</b>	
<i>(Capitalised terms used in this form have the meaning given in the Contract Documents. A reference to the "Consultant" is, for the purpose of the Standing Offer, a reference to the "Supplier" and a reference to the "Client" is, for the purpose of the Standing Offer, a reference to the "Eligible Customer" prior to formation of the Contract, and, from formation of the Contract to the "Customer".)</i>	
<b>Client</b>	[Insert Client's legal entity name]
<b>Request for Supply No.</b>	[Insert Request for Supply Number]
<b>Contact Name</b>	[Insert contact name and title]
<b>Contact Details</b>	[Insert email / phone contact details]
<b>REPLY REQUIREMENTS</b>	
REPLY DUE BY	[Insert due date / time for the Consultant's Reply]
REPLY FORMAT	The Consultant must document their Reply using the form issued by the Client.
REPLY VALIDITY PERIOD	The Client may rely on the information in the Reply for a period of up to two months from the date of receipt of the Reply or shorter where circumstances allow.

REPLY SUBMISSION REQUIREMENTS	[Client to specify preferred submission method, e.g. by email to the listed contact person or by uploading to Tenders WA]
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<b>1</b>	<b>DELIVERY REQUIREMENTS</b>	
(a)	CONTRACT DELIVERY POINT	<p>Metropolitan (Zone 1 as referenced in the Buy Local Policy)</p> <p><b>OR</b></p> <p>[Client to specify location if location is not metropolitan]</p> <p>As the Contract Delivery Point is regional, Consultants may claim Regional Price Preferences as applicable. To claim Regional Price Preferences, Consultants must complete Attachment A and return with its Reply.</p> <p><i>&lt;Drafters please ensure Attachment A is deleted if the Contract Delivery Point is metropolitan. If the Contract Delivery Point is regional, please ensure Attachment A is included in the Reply form. In addition, where seeking quotes for work that will be undertaken in a regional location, at least one quotation must be from a regional business, if available.&gt;</i></p>
(b)	PREMISES	[Client to specify details of the premises, if relevant]
<b>2</b>	<b>SPECIAL CONDITIONS</b>	
(a)	ENGAGING SUBCONSULTANTS	<p><i>&lt;Drafters please include the following ‘Engaging Subconsultants’ if the scope includes engaging a Lead Consultant.&gt;</i></p> <p>This Standing Offer Request for Supply is for a lead consultant (<b>Lead Consultant</b>).</p> <p>The Lead Consultant may charge the Client the subconsultant pass through costs in accordance with subclause 10.11(b) of the contract conditions underpinning WCS2024NR1 (AS4122-2010 (Amended)).</p> <p>Where a Lead Consultant seeks to engage a subconsultant that is:</p> <ul style="list-style-type: none"> <li>• also a Supplier under WCS2024NR1, the Lead Consultant must comply with the Buying Rules; or</li> <li>• if not a Supplier appointed to WCS2024NR1, the Lead Consultant must comply with the minimum approach to market requirements as outlined within Rule C4.1 of the Western Australian Procurement Rules (Procurement Direction 2021/02).</li> </ul> <p>The Lead Consultant must comply with the WA Procurement Rules when undertaking tendering processes. It is incumbent on Lead Consultants to ensure it uses the latest published version of the WA Procurement Rules which are available on <a href="http://wa.gov.au">wa.gov.au</a> and updated from time to time.</p>

		<p>The Client may at any time request that the Lead Consultant provide evidence of compliance with this section, and if the Lead Consultant cannot substantiate compliance to the satisfaction of the Client, the Client may by written notice to the Lead Consultant:</p> <ul style="list-style-type: none"> <li>direct that the subconsultant is removed from providing services under the Contract within the timeframe specified by the Client in the notice; and/or</li> <li>direct that all work performed by the subconsultant that was not engaged in accordance with this section be resupplied by a different subconsultant engaged in accordance with this section at the Lead Consultant’s own cost.</li> </ul>
(b)	RECIPIENT CREATED TAX INVOICES	<p>Is a Recipient Created Taxation Invoice required for this engagement?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
(c)	SPECIAL CONDITION/S	[Client to specify details of the special conditions, if relevant].
<b>3</b>	<b>PRICING AND PAYMENTS</b>	
(a)	PRICE NEGOTIATION	<p>Clients and Consultants may negotiate hourly rates lower than the maximum hourly rates in the Pricing Form for the number of hours allocated for completion of the scope of work.</p> <p>Consultants must supply a breakdown of rates if requested to do so by the Client when negotiating a fixed fee.</p>
(b)	DISBURSEMENTS	<p><i>&lt;Drafters please choose from the following options.&gt;</i></p> <p><i>&lt;Option 1 Perth metropolitan area delivery:&gt;</i> Refer to subclause 10.1 of the Contract Conditions, no disbursements will be payable.</p> <p><i>&lt;Option 1 Regional WA delivery:&gt;</i> Notwithstanding subclause 10.1 of the Contract Conditions, due to the Contract delivery being located in regional Western Australia (as defined in the Buy Local Policy), travel and accommodation disbursements are payable under the Contract provided that:</p> <p>(a) the Contract delivery point is located more than 80 kilometres from the Consultant's permanent operational office from which the Consultant is managing and delivering the Contract, and the travel and accommodation disbursements are from that permanent operational office to and from the Contract delivery point, and accommodation at the Contract delivery point; and</p> <p>(b) the disbursement fees have been set with reference to the Fees or hourly rates.</p>

<b>4</b>	<b>CONTRACT ADMINISTRATION</b>	
(a)	CONTRACT MANAGEMENT REQUIREMENTS	[Client to specify relevant contract management requirements, e.g. reporting, Consultant meetings etc.]
(b)	PERFORMANCE MANAGEMENT REQUIREMENTS	[Client to specify relevant performance management requirements eg KPIs, if applicable]
<b>This Standing Offer Request for Supply is issued on behalf of the Client by:</b>		
	<b>Signed</b>	
	<b>Name</b>	
	<b>Title</b>	
	<b>Date</b>	

**ATTACHMENT 1 TO THE STANDING OFFER REQUEST FOR SUPPLY**

**AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT FOR CONSULTANTS AS 4122 - 2010, ANNEXURE PART A**

*[Note to Respondents: The Eligible Customer will complete and provide AS 4122 - 2010, ANNEXURE PART A for the Standing Offer Request for Supply. An example Annexure Part A is provided here for reference only]*

**GUIDE-NOTES**

Complete the blank sections of Annexure Part A to the General Conditions.

- 1. The Consultant: Enter the full details of the legal entity tendering and proposed as the Consultant, including ACN's, ABN's, addresses etc.
- 2. The Consultant's representative: Enter the name, address, email address facsimile number and phone number of the person responsible for administering this Contract.
- 3. Existing Conflicts of Interest Set out all existing conflicts of interest or conflicts of interest that are likely to arise in the Consultant's performance of the Contract.
- 4. Moral Rights If moral rights Clause 22 applies, insert the name and details of the author of the physical works if applicable. This may be the Consultant or a third party.
- 5. The Address for Service of Notices Insert the appropriate physical address, mail address, facsimile number, email or other electronic address of the Consultant for the service of notices under the Contract.

Item		
1	The Client is: (Clause 1.1)	[Client to insert]
2	The Consultant is: (Clause 1.1)	(Refer to <b>Guide-note 1</b> )

3	The Contract Documents are: (Clause 1.1)	<ol style="list-style-type: none"> <li>1. The Standing Offer Order</li> <li>2. The price list (if any) in the Standing Offer</li> <li>3. The letter of appointment which created the Standing Offer</li> <li>4. The Special Conditions in the Standing Offer Request for Supply (if any)</li> <li>5. This Annexure Part A to the General Conditions of Contract</li> <li>6. The General Conditions of Contract (being AS4122-2010 General Conditions of Contract for Consultants (incorporating Amendment No. 1) as amended by Annexure B of the Standing Offer RFO)</li> <li>7. The Reply</li> <li>8. The Standing Offer Request for Supply (other than the Special Conditions)</li> </ol>
4	The Scope is described in the following Documents, or the Scope is: (Clause 1.1)	The Scope is contained within the following documents: [Client to insert]
5	The purpose(s) for which the Services will be suitable is/are: (Clause 5.1)	[Client to insert]
6	The Client's representative is: (Clause 6.1)	As set out in the Standing Offer Order.
7	The Consultant's representative is: (Clause 6.2)	(Refer to <b>Guide-note 2</b> )
8	Claims for payment must be made on the following basis: (Clause 10.1)	As set out in the Reply.  For clarity, the Reply may provide that the basis for payment is hourly rates, fixed price or a combination of hourly rates and fixed price (and may include pass-through of Subconsultant costs, where expressly stated).
9	Disbursements for which the Consultant may claim payment: (Clause 10.2)	[Client to insert]
10	Time to claim payment is no later than:	Monthly, by the last Business Day of each month or as otherwise agreed by the Client in writing.

11	(Clause 10.3) The time for payment is no later than: (Clause 10.6)	20 calendar days after the Contractor makes a payment claim.
12	The rate of interest for overdue payment is: (Clause 10.9)	The rate prescribed under the <i>Civil Judgments Enforcement Act 2004</i> (WA) section 8(1)(a).
13	Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:  Alternative 2: In accordance with the Program.  Alternative 3: When requested by the Client. (Clause 12.1)	[Client to insert]  Alternative 1: [insert date]  OR  Alternative 2: the program is as attached to the Reply.  OR  Alternative 3: the timeframes for delivery of each Deliverable is as contained in the Standing Offer Request for Supply.
14	Other causes of delay for which the Consultant may notify an extension of time: (Clause 12.3(c))	[Client to insert]
15	The Approvals to be obtained by the Consultant are: (Clause 13.2)	[Client to insert]
16	The key personnel are: (Clause 18)	As set out in the Reply.
17	Existing conflicts of interest: (Clause 19.2)	(Refer to <b>Guide-note 3</b> )
18	Copyright and other Intellectual Property Rights, the Alternative that applies is: (Clause 21.3) Identify whether Alternative 1 or Alternative 2 applies.	[Client to insert]
19	List excluded Intellectual Property Rights: (Clause 21.3 Alternative 2)	Nil.

20	The additional amount payable to the Consultant for granting Intellectual Property Rights to the Client is: (Clause 21.4 Alternative 2)	Nil.
21	Does clause 22 (Moral Rights) apply? (Clause 22.1) If yes, the author is:	Yes The author is: (See <b>Guide-note 4</b> )
22	The following Documents are confidential: (Clause 23.1)	The Contract Documents and any other materials provided to the Consultant by the Client or any other party for the purpose(s) of this Contract.
23	Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate: (Clause 24.4)	[Client to insert]
24	The Consultant's liability is limited to: (Clause 29.1)	The Consultant's liability is not limited.
25	The amount of public liability insurance is: (Clause 30.2)	\$20,000,000
26	The amount of the professional indemnity insurance is: (Clause 30.4)	[Client to insert]
27	The professional indemnity insurance must be maintained for the following period: (Clause 30.4)	The duration of the Contract plus 7 years
28	The Client must effect the following insurances and maintain them for the following periods: (Clause 30.7)	[Client to insert]
29	The address for the service of notices is: (Clause 33.1)	Client: [Client to insert]  Consultant: (See <b>Guide-note 5</b> )

30	The law governing this Contract is: (Clause 35)	Western Australia
31	Has this Contract been amended from its original form?	Yes

**ATTACHMENT 2 TO THE STANDING OFFER REQUEST FOR SUPPLY**

**Scope / Contract Particulars**

*<Drafters to add project details.*

*Drafters may add additional Schedules if needed.>*

**ATTACHMENT 3 TO THE STANDING OFFER REQUEST FOR SUPPLY**

**Reply Form**

*<Drafters to Reply form.>*