



Australian
National
University

**Supply of
Graduation Services
RFT13-092**

To

The Australian National University

21 January 2014

IMPORTANT DOCUMENT CONTROL NOTE:

As this document has been evolving up until the eve of its issue, it may contain minor cross-referencing, typographical or other similar discrepancies. Any such items that may materially impact the RFT process should be notified to the University for rectification.

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1. INTRODUCTION

1.1 Purpose of this Tender

The University is issuing this Request for Tender ('Tender') in order to seek proposals for Graduation Services (the 'Product/Services') in accordance with the requirements specified in this Tender.

1.2 Australian National University Profile

The Australian National University ("the University") was established in 1946 by an Act of the Commonwealth Parliament as Australia's specialised research-oriented university, without undergraduate facilities, to undertake "postgraduate research and study, both generally and in relation to subjects of national importance to Australia". This unique character was modified in 1960 when teaching faculties were added through amalgamation with the Canberra University College. The 1946 Act was repealed and the University was incorporated under the Australian National University Act 1991 (Cth).

The University also encompasses trading/commercial areas including Halls of Residence and Accommodation Services.

The University has a student population numbering approximately 14,342 of whom some 5,401 are postgraduates. Around one in five students come from overseas, being drawn from more than 105 countries, but mainly Asia. The University has around 3,821 full-time equivalent (FTE) staff, comprising 1,444 academic staff, 2,074 general staff, and 303 (FTE) casual and part-time teaching staff.

E-mail and Internet access is available to all staff.

The principal campus of the University is in the suburb of Acton. However, the Research School of Astronomy and Astrophysics has its Canberra operations located at Mount Stromlo on the south-western outskirts of the Canberra metropolitan area and their major telescopes at the Siding Spring Observatory located outside Coonabarabran, NSW.

1.3 Background

The Graduation and Examinations Office sits within the Division of Student Administration (DSA). DSA is headed by the Registrar Student Administration. Graduation ceremonies at the University are held twice yearly, in July and December.

In 2013, 1554 graduands attended the July ceremonies; presented at five ceremonies held over 3 days. In December 2237 graduands attended at nine ceremonies over 4 days. Each ceremony averaged around 315 graduands, although they varied in size from 200 to 350. Ceremonies are divided by Academic discipline and award level, for example the College of Business and Economics had two ceremonies, one for undergraduate students and another for postgraduates.

Graduation ceremonies are held at Llewellyn Hall, located on the University campus in Acton and incorporate a formal ceremony followed by a reception in the grounds surrounding the hall.

1.4 Overview of Requirements

1.4.1 The Goods and Services required by the University are:

- (a) Sale and hire of gowns and accessories;
- (b) Framing services and products;
- (c) Photographic services;
- (d) Videography;
- (e) Flowers; and
- (f) Representative stuffed toys

1.4.2 The following Goods and Services will not be considered for inclusion in any Contract resulting from this RFT:

- (a) Separate honorary conferral ceremonies – all services;
- (b) On-stage participants regalia – ceremonial roles rather than general academics;
- (c) Military-based conferrals;
- (d) Ticketing services; and
- (e) Graduation Rings.

The University's detailed requirements are set out in the Schedules to this Tender (see Tender structure in clause 2.1 below).

1.5 University Procurement Policy

The objectives of University procurement are to provide goods and services for administration, teaching and research in the most cost effective and timely manner to ensure that the needs of University staff are satisfied.

The underlying principle of procurement policy requires that the procedures and methods adopted not only should be, but also should be seen to be, beyond reproach. This can only be achieved if:

- (a) all who are able to do business with the University are given the opportunity to do so;

- (b) the University maintains a reputation for fair dealing in its arrangements with suppliers; and
- (c) best value for money is an underlying factor in all transactions, i.e. the goods and/or services are of satisfactory quality and availability and suitable for the desired purpose, and the prices paid are the lowest obtainable.

To this end the University has consolidated its activities for campus wide procurement and contracting and, as such, the University Procurement and Contracts Office has been given responsibility for establishing and managing campus-wide contracts and standing offers, and in providing assistance and advice to procurement and business staff across campus. The goal being to set in place contracts and standing offers which represent best value for money for the University and which will be available for campus-wide use.

2. STRUCTURE OF THIS REQUEST FOR TENDER

2.1 RFT Structure

This RFT and its attachments sets out all of the details concerning the University's requirements in relation to the Graduation Services, the conditions of tender, evaluation methodology, evaluation criteria and all other matters concerning this process.

The Request Document (RFT) Package is structured as follows:

- (a) RFT Head Document, including tender lodgement procedures (this document);

The attached annexures are:

- A. Annexure A - Which provides Tenderers with Response Forms on which they may supply information sought in this RFT;
 - B. Annexure B - A Compliance Checklist to assist Tenderers to submit compliant offers. Tenderers are to return the completed Compliance Checklist to address the requirements of clause 8.4 of this RFT; and
 - C. Annexure C - The Declaration by Tenderers through which Tenderers declare that the information contained in their tender is true, and which Tenderers must complete and sign, and return with their response.
- (b) Schedule 1 - The draft *Contract*, which is provided as an indication of the terms and conditions likely to apply, and generally will constitute that signed by the University and the successful Tenderer. There are two versions of the Contract, which Contract applies, will depend on the services provided by the successful Tenderer:

- Type A – this Contract will be used where there is a requirement for the University to make payments to the Contractor (i.e. videography services);
- Type B – this Contract will be used when the University is a facilitator of the services only and payment will be made directly by the student to the Contractor;

If a successful Tenderer is providing a combination of services that include both University payments and student payments, Contract Type A will be used with additional clauses included from the Type B Contract, if required. Tenderers responding for services that include a requirement for University payments and student payments must state compliance against both Type A and Type B Contracts: and

- (c) Schedule 2 - The *Statement of Requirement*, which provides Tenderers with a brief background to this RFT, and details of the services being sought, together with minimum requirements for support and delivery.

Attachment to Schedule 2 is:

- A. Attachment 1 – Price Model which provides Tenderers with Response Forms on which they may supply pricing information sought in this RFT.

3. PREPARATION AND LODGEMENT OF TENDERS

3.1 The University’s Primary Contact Details

The University’s primary contact for all communications and contacts related to this RFT is (the ‘Primary Contact’):

Name	s22
Role	Manager
Email	RFT13-092@anu.edu.au

3.1.1 Answers to requests by potential Tenderers for further information may be given orally or by written notice (including by faxed notice or by email) from the Primary Contact, at the University’s sole discretion.

3.1.2 Where, in the opinion of the University, further information provided to one potential Tenderer should be provided to all potential Tenderers, such information would be given the same distribution as the original RFT.

3.2 Lodgement of Tenders

3.2.1 Tenders must be lodged at the Tender Box on or before the Tender Closing Time and Date stated at paragraph 3.2.3 below and by the methods outlined within this paragraph 3.2. **Tenderers must lodge one (1) original of a tender.**

3.2.2 Tenderers must also lodge with the hard copy, **one (1)** completed electronic copy of the tender. The electronic version must be on CD/DVD disk or USB memory stick and may be in one or more of the following formats:

- (a) Adobe PDF version 5 or later;
- (b) Microsoft Word 2003 or later; and/or
- (c) Microsoft Excel 2003 or later.

Where both a PDF and a Microsoft Word version are provided, the PDF version will be considered as the master copy. Electronic copies must not contain macros, scripts or executables, and are to be self-contained.

3.2.3 Each tender will be enclosed in a sealed envelope or other sealed container, and will be endorsed as follows:

“REQUEST FOR TENDER RFT 13-092”
Closing Time and Date: 2.00pm AEDT, Tuesday, 18 February 2014

The Tender Box
University Procurement and Contracts Office
Building 53, Garran Road
The Australian National University
CANBERRA ACT 0200”

3.2.4 Tenders may be hand delivered or couriered to the Tender Box. Please note that the access hours for Building 53 and the Tender Box are 08:30 to 12:30 and 13:30 to 17:00.

3.2.5 Tenders must **not** be sent by email, facsimile machine or by post, as security of the Tenderer’s commercial-in-confidence information cannot be guaranteed.

3.3 Extension of Deadline for Lodgement of RFT Response

3.3.1 The RFT Closing Time and Date are at the sole and absolute discretion of the University and may be extended at the University’s discretion at any time prior to the RFT Closing Time and Date published in this RFT.

3.3.2 Any extension of the RFT Closing Time and Date will be notified to Tenderers in accordance with the RFT Modification Procedure in clause 3.8.

3.4 Late Lodgement Policy

3.4.1 A RFT response will be deemed to be late ('Late Tender') if:

- (a) it is submitted after the RFT Closing Time and Date;
- (b) it is incomplete as at the RFT Closing Time and Date.

3.4.2 However, a RFT response will not be deemed a 'Late Tender' where:

- (a) the Tenderer's response is late due solely to a mishandling by the University, as determined by the University in accordance with clause 3.6; and
- (b) the RFT response is late due to an unintentional error of form that the University determines can be rectified by the Tenderer in accordance with clause 3.7.

3.5 Exclusion of Late Tenders

Late Tenders will be excluded from the RFT process, and will not be admitted to evaluation

3.6 Mishandling of Responses by the University

In its absolute discretion, the University will, make a determination as to whether a mishandling has occurred. Where a RFT response is late solely due to mishandling by the University, it will be admitted to evaluation.

3.7 Unintentional Errors of Form

3.7.1 If an unintentional error of form in a Tenderer's response is identified prior to the awarding of a contract, the University may in its absolute discretion allow correction of that error by the Tenderer by the submission of a correction, variation or additional information.

3.7.2 An unintentional error of form is an error that the University is satisfied in its absolute discretion:

- (a) Represents incomplete information not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the submission was lodged; and
- (b) Does not affect materially the competitiveness of the Tenderer's response.

3.8 RFT Modifications Procedure

3.8.1 In its absolute discretion, the University may, issue modifications to this RFT. Such modifications may include variations to the RFT or additional information in relation to the RFT.

- (a) If the University elects to issue modifications to the RFT prior to the RFT Closing Time and Date, the University will issue a formal addendum to the RFT to all

Tenderers that have registered to receive the Request Document (RFT) Package.

- (b) If the University elects to issue modifications to the RFT after the RFT Closing Time and Date, the University will issue a formal addendum to the RFT to all Tenderers participating in the process at that time.

3.8.2 All conditions and rules of this RFT will apply to all addenda unless modified by the addenda. Any such addenda will become part of the RFT.

3.9 Clarification

3.9.1 Clarification Questions

Tenderers may seek clarification of the meaning of the content of this RFT from the Primary Contact at any time prior to the RFT Closing Time and Date. All enquiries must be in writing submitted to the Primary Contact e-mail as identified at clause 3.1.

The University will, in its sole discretion, determine whether or not to respond to such questions. Any election not to respond will be notified to the Tenderer asking the question.

In all cases the University reserves the right to forward any clarification of the meaning of the content of this RFT to all Tenderers on a non-attributable basis.

3.9.2 New Information and Errors

If a line of questioning by a Tenderer in a briefing reveals:

- (a) new information that, in the sole opinion of the University may be material to the outcome of the RFT; or
- (b) an error in information previously distributed by the University.

the new or corrected information will be distributed to all Tenderers in accordance with the RFT Modifications Procedure in clause 3.8.

3.10 Process Questions or Complaints

Any questions or complaints from Tenderers relating to the RFT process shall be directed to the Primary Contact in the first instance.

3.11 Alterations and Amendments to Tenders

3.11.1 Tenders containing alterations or erasures, and tenders in which information is not clearly and legibly stated, may be excluded from consideration. The Tenderer must initial any alteration made to a tender.

3.12 Supporting Material

- 3.12.1 Supporting material is material additional to the formal tender and elaborating or clarifying the formal tender, but not altering it in any material aspect. Supporting material may be provided by the Tenderer or at the request of the University.
- 3.12.2 Supporting material must be provided by the deadline set for lodgement of tenders, unless specifically requested by the University subsequent to that date.
- 3.12.3 The submission of supporting material, except where requested by the University, must be clearly indicated in the formal tender, and must include the relevant document name, chapter and page reference where the material can be found.
- 3.12.4 Packages containing supporting material must be clearly labelled clearly as “Supplementary Information - RFT 13-092”.
- 3.12.5 Unsolicited supporting material received after the lodgement date will not be taken into account in the evaluation of tenders.
- 3.12.6 Material presented as supporting material, but which effectively alters the formal tender, will not be taken into account in the evaluation of tenders.

4. TENDER RESPONSE

4.1 Tender to Remain Open

- 4.1.1 A tender made in response to this RFT will remain open for acceptance for a period of six months from the closing date of this RFT.
- 4.1.2 An unsuccessful tender will expire on receipt by the Tenderer of written notification from the University that its tender was unsuccessful.

4.2 RFT Timeframe

- 4.2.1 The timeframe proposed for the RFT process is as follows:

Event	Indicative Dates
Issue of RFT	21 January 2014
RFT Closing Time and Date	18 February 2014
Selection of short-listed Tenderers	28 February 2014
Tenderer presentations (if required)	14 March 2014
Selection of preferred Tenderer/s	28 March 2014
Finalise contract with preferred Tenderer/s	4 April 2014
Sign contract with preferred Tenderer/s	11 April 2014

Notification of Unsuccessful Tenderers	30 April 2014
Transition/implementation	30 April 2014

4.3 Timetable Variations

The indicative timetable set out in clause 4.2 may be varied by the University at any time at its discretion.

4.4 Language and Measurement

4.4.1 The tender, including all attachments and supporting material, must be written in English. Unless otherwise specified in the statement of requirement, measurement must be expressed in Australian legal units of measurement.

4.5 Offered Prices

4.5.1 Offered prices must be in Australian currency and exclude GST.

4.6 GST and Other Government Taxes, Duties and Charges

4.6.1 The basis of Australian tax that will apply to a contract entered as a result of success under this RFT is that governed by Australian GST tax legislation, as amended from time to time. Invoicing and receipting procedures for the supplies will be in accordance with *A New Tax System (Goods and Services Tax) Act 1999* ('the GST Act').

4.6.2 Tenderers are advised that, subject to paragraph 4.6.1 above, all other taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of a contract, executed as a result of success under this RFT, must be borne by the successful Tenderer.

4.7 Privacy

4.7.1 Tenderers are advised that, under the terms and conditions of the draft Contract at Schedule 1 the successful Contractor will be required to take all reasonable measures and procedures with regard to compliance with the use of any Personal Information obtained, acquired or provided while under any contract to accord with the provisions of the *Privacy Act 1988 (Cth)*, as amended from time to time.

4.8 Tenderers to Inform Themselves

4.8.1 The onus is on the Tenderer to be aware of the contents of this RFT.

4.8.2 Tenderers must specifically respond in order to every condition, statement of requirement and query raised in the RFT.

4.8.3 Tenderers are considered to have examined the RFT, any documents referred to in the RFT, and any other information made available in writing by the University to

Tenderers for the purpose of responding, and to have satisfied themselves as to the correctness and sufficiency of their tenders including proposed prices.

4.8.4 The University will not accept responsibility for any misunderstanding arising from the failure by a Tenderer to comply with the statement of requirement or arising from any ambiguity contained in the Tenderer's offer. Tenderer are encouraged to contact the Primary Contact identified in section 3.1 of this RFT if they have any queries.

4.8.5 Where pro forma documents have been provided, tenders should conform to the pro forma. Where no pro forma has been provided, tender responses should be clear, concise and relevant.

5. MINIMUM CONTENT AND FORMAT REQUIREMENTS

5.1.1 Subject to clause 3.7, the University may exclude a Tenderer from further consideration if the University considers in its absolute discretion that the Tenderer's response does not meet the minimum content and format requirements listed in this clause. Notwithstanding anything else contained in this RFT, only requirements listed in this clause will be deemed as the minimum content and format requirements for the purposes of this RFT.

- (a) All responses must be on A4 paper, printed double sided;
- (b) Font must be no less than 10 point

6. CONDITIONS OF PARTICIPATION

The University will exclude a Tenderer from further consideration and evaluation if the University considers in its absolute discretion that the conditions of participation set out in this clause have not been met by the Tenderer. Notwithstanding anything else contained in this RFT, only requirements listed in this clause will be deemed to be conditions of participation.

- (a) Nil

7. TENDER EVALUATION

7.1 Evaluation Objective

The purpose of the evaluation process is to identify and select the Tenderer that represents the best value for money to the University, as assessed in accordance with the evaluation criteria and methodology adopted by the University.

7.2 Exclusion from Evaluation

Tenderers excluded under clause 5 or 6 will not be included in the evaluation.

7.3 Evaluation Process Overview

The evaluation process will include the following steps:

- (a) Detailed evaluation of RFT responses from the Tenderers;
- (b) Selection of short-listed Tenderers;
- (c) Clarifications with and presentations from the Tenderers, if required;
- (d) Reference checks, including site visits, if required;
- (e) Negotiations and further clarification with short-listed Tenderers;
- (f) Update evaluation; and
- (a) Selection of a preferred Tenderer.

7.4 Evaluation Methodology

7.4.1 The evaluation of tenders will be undertaken by an Evaluation Panel and will be against the criteria listed in clause 7.5. The basis of the evaluation will be to determine which tenders represent best value for money for the University.

7.4.2 The University reserves the right to seek further information from, or to enter into negotiations with, one or more Tenderers prior to finalising the appointment of the Contractor, without notifying other Tenderers.

7.4.3 Best and final offers may be sought before entering into any contract but should not be relied on for any submission to this RFT.

7.4.4 Tenderers will be notified in writing of the selection decision.

7.5 Evaluation Criteria

7.5.1 Tenderers are advised that the criteria listed hereunder, which are not in order of priority, will be applied in the assessment of tenders.

7.5.2 Tenderers must ensure that, where a response is required to a specific criterion below or elsewhere in the RFT, their tenders comprehensively address that criterion:

- (i) Functionality – the ability of the products/services to meet the University's business/functionality requirements;
- (ii) Technology – the ability of the products/services to meet the University's technical and security requirements;
- (iii) Delivery – the capability and track record of the Tenderer in supplying the products and performing the services;

- (iv) Strategic – the alignment of the Tenderer’s strategy for the products/services with the University’s business requirements;
- (v) Viability – the financial and market viability of the Tenderer to meet short to medium term obligations;
- (vi) Commercial – the Tenderer’s acceptance of the University’s contractual and commercial risk requirements; and
- (vii) Price – the total price of the products/services including initial and ongoing pricing and the flexibility of the pricing to meet changes in the University’s business requirements.

7.6 Tenderer Presentations

7.6.1 The University may require presentations from Tenderers at any time during the evaluation process. Dates, times and venues for any such presentations will be notified to relevant Tenderers participating in the evaluation should such presentations be required. A list of areas and issues for Tenderers to address will be provided prior to the presentations.

7.6.2 Any time and travel expenses relating to Tenderer presentations will be met by the Tenderer. The University may require any presentation be conducted using video-conferencing facilities.

7.7 Discussions and Negotiations with Tenderers

As appropriate, the University will, engage in discussions or negotiations with any Tenderer for the purpose of clarifying or improving its response. In its absolute discretion, the University may, conduct simultaneous discussions to clarify or improve tenders with more than one Tenderer. Where information of a material nature is provided to one Tenderer, it will also be provided to all other Tenderers (on a non-attributable basis) which are currently participating in the evaluation process.

7.8 Use of Information in the Evaluation

7.8.1 The Tenderer’s written RFT response to the requirements set out in the Schedules to this RFT will be used by the evaluation team to evaluate Tenderers against the evaluation criteria.

7.8.2 The evaluation team may also use any relevant information obtained in relation to the RFT (whether from the Tenderer as part of clarification, reference checks, negotiations, presentations or by any other independent inquiry) in the evaluation of tenders.

7.9 Debriefing

Tenderers may request a RFT debriefing following the award of a contract. Tenderers requiring a debriefing should contact the Primary Contact.

8. INFORMATION TO BE PROVIDED BY THE TENDERER

8.1 Profile of Tenderer

Tenderers will provide profile information in Annexure A - Response Form.

8.2 Further Information - Requests from the University to Tenderers

8.2.1 Each Tenderer will nominate a person to answer any queries that may arise during the evaluation of tenders. The name, title, address, e-mail address, telephone and facsimile numbers of that person must be included in Annexure C - Declaration by Tenderers.

8.2.2 Where it is necessary for the University to direct specific queries to Tenderers during the evaluation process, the Tenderer may be requested to respond in writing to such queries and must do so within 3 working days. The evaluation process will not be delayed by late responses by Tenderers. Where answers to specific queries are not provided promptly, assessments will be based on the information provided in tenders.

8.3 Subcontracts

8.3.1 Tenderers are advised that the selected contractor must not subcontract the whole of its obligation but, with the prior written consent of the University, may, subcontract part of its obligation. This must be disclosed within the RFT response.

8.3.2 Tenderers will provide, in Annexure A - Response Form the names, addresses and e-mail addresses of subcontractors and other details of current and proposed subcontracts for elements of the offered goods and services (choose either or both) that will be major in terms of quality, technical significance or price.

8.4 Statement of Compliance

8.4.1 Tenderers are required to respond to all requirements of the RFT documentation at Annexure B – Compliance Checklist. Tenderers must report compliance against the requirements in accordance with the following rules:

(a) **“Complies”** means:

- (i) In the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (ii) In the case of a clause which specifies a requirement or characteristic of performance to be met by the Tenderer, that the Tenderer is able to provide that requirement or characteristic of performance as specified; and
- (iii) In the case of a clause which imposes a condition, that the condition is agreed to.

- (b) **“Partially compliant”** means the condition, characteristic or performance requirement in the clause can be substantially met by the Tenderer, subject to certain qualifications.
- (c) **“Not compliant”** means the condition, characteristic or performance requirement in the clause is not substantially met.
- (d) Responses such as “noted” are not acceptable when listed against the draft Contract at Schedule 1.
- (e) If a Tenderer does not include any items of partial or non-compliance in the Compliance Statement, the Tenderer will be regarded as fully complying with all clauses of the relevant RFT document (including all clauses of all Schedules).

8.5 Partially Compliant and Not Compliant

8.5.1 Where a Tenderer responds with Partially Compliant or Not Compliant to a particular clause:

- (a) details of the extent of partial compliance or non-compliance must be included in the response; and
- (b) Consideration will be given to the responses (a) during the evaluation of tenders, with any significant non-compliance with the terms and conditions of this RFT (and draft Contract) possibly rendering a tender ineligible for further consideration.

8.5.2 The Tenderer should also provide additional information in relation to the partially or non-compliant response, including the reasons for this response and any alternative tender. Any such additional information must be provided in summary format.

8.6 Reference Checks and Further Information

8.6.1 Tenderers are requested to submit a factual statement of previous experience and achievement in performing similar or comparable work, and of its resources and ability to carry out the work or services specified for the duration of the contract.

- (a) The University may conduct reference checks (including site visits, if relevant) on Tenderers. Reference checks may be conducted with any referee proposed by the Tenderer in its RFT response, or with any other organisation selected by the University at its discretion. Tenderers are requested to provide the details of three (3) referees at organisations at which they have implemented contracts for equivalent services (refer Annexure A - Response Form) within the past three years.
- (b) The University may also request further information from Tenderers during the evaluation process.

8.7 Additional Services - Desirable

8.7.1 Tenderers may wish to offer the additional services listed below, which the University considers to be desirable. Additional services are welcomed to be offered by Tenderers, in addition to those listed below.

(a) Additional Services:

- (i) E-mail capability, preferably to individual Tenderer's staff member level;
- (ii) Web site providing access to general company information;
- (iii) Access to electronic catalogues and University-specific price lists;
- (iv) On-line ordering; and
- (v) Electronic invoicing.

(b) 'Free call' telephone line to facilitate contact with the Tenderer's customer services area;

8.7.2 Where additional services are offered, Tenderers will provide details of the services and any costs associated with their provision.

8.7.3 If any or all of the additional services listed in clause 8.7.1(a) are not currently available, Tenderers will provide details of their plans (including estimated timeframes) for implementing such services.

8.7.4 Tenderers proposing an electronic solution should provide a draft implementation plan including an indicative timeframe, and details of any additional costs and training seminars.

8.8 Innovation

8.8.1 The University seeks to work cooperatively with the Contractor to ensure best value / high quality service and to take advantage of innovation opportunities that might arise.

9. CONDITIONS OF RFT

9.1 Ownership of Tender Material

9.1.1 All material submitted in response to this RFT becomes the property of the University. Such intellectual property as may exist in the information contained in the tender will remain vested in the Tenderer.

9.1.2 By submitting a tender, the Tenderer allows the University to copy and do anything necessary to the material, including the Tenderer's intellectual property contained in the response, for the purpose of evaluating the Tenderer's response and negotiating a contract should the Tenderer proceeds to that phase of the process.

9.2 Confidentiality of Information

9.2.1 The University's Confidential Information

Tenderers are required to ensure that any of their employees, agents or sub-contractors involved in meeting the University's requirements do not either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the University or any third party information acquired or obtained in the course of preparing a RFT response, or any documents, data or information provided by the University and which the University indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

9.2.2 Tenderer's Confidential Information

The University will treat as confidential any information provided by a Tenderer which is nominated by the Tenderer as confidential information. The University's obligations in relation to Tenderer provided confidential information will not be taken to have been breached to the extent that the information:

- (a) is disclosed by the University to its officers, employees, subcontractors or advisors in order to conduct the RFT process, including the preparation of any resultant contract;
- (b) is disclosed to the University's internal management personnel or advisors, solely to enable effective management or auditing of the RFT process;
- (c) is disclosed by the University in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain other than due to a breach of the relevant obligations of confidentiality.

9.3 Conflict of Interest

During the RFT process, the Tenderer must immediately advise the University in writing of any circumstances or relationships constituting a Conflict of Interest or potential Conflict of Interest in respect to its RFT response, or the Tenderer's obligations under the contract if the Tenderer is awarded the Contract. The University in its absolute discretion, may:

- (a) enter into discussions to seek to address such Conflict of Interest;
- (b) exclude the Tenderer from the process and further evaluation; or
- (c) take any other action it considers appropriate.

9.4 Ethical Dealing

9.4.1 The University's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. The University requires the same standards from those with whom or which it deals. Responses should be compiled without the improper assistance of employees or former employees of the University and without the use of information improperly obtained or in breach of an obligation of confidentiality.

9.4.2 Tenderers should not:

- (a) engage in misleading or deceptive conduct in the relation to the RFT process;
- (b) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderers, or any other person in connection with the RFT process; or
- (c) attempt to influence improperly any officer, employee or agent of the University, or violate any applicable laws or the University policies regarding the offering of inducements in connection with the RFT process.

9.4.3 The University may exclude from consideration any response lodged by a Tenderer which, in the University's reasonable opinion, has engaged in any behaviour contrary to this section (9.4) in relation to the RFT process.

9.5 Right Not to Proceed

The University is not bound contractually, or in any other way, to Tenderers which respond to this RFT. The University reserves the right not to proceed with this RFT or any part of it, and to suspend or vary the RFT and/or its requirements at any stage.

9.6 Joint RFT

Tenderer's may take a consortium approach, but in such a case, the Tenderer will need to nominate one company to be the prime Tenderer.

9.7 Multiple Suppliers

The University reserves the right to select multiple Suppliers for the provision of services contained within this RFT. This may take the form of separate suppliers for distinct products or transition services.

9.8 Costs Borne by Tenderer

All costs and expenses incurred by Tenderers in any way associated with the development, preparation and submission of a RFT response, including but not limited to attendance at meetings, discussions, presentations and providing any additional material required by the University, will be borne solely by the Tenderers.

9.9 No Legal Relationship

No binding legal relationship will arise out of this process until execution of a contract with the selected Tenderer.

9.10 Information

The University will not be liable for any incorrect or misleading information, or any omission or failure to disclose information.

9.11 Tenderer Acknowledgements

Tenders are submitted on the basis that Tenderers acknowledge:

- (a) they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with clause 3.8;
- (b) they do not rely upon any warranty or representation made by or on behalf of the University, except as are expressly provided for in this RFT, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their RFT response; and
- (c) The University is not responsible for any loss, damage, costs or expenses incurred by Tenderers or any person if, for any reasons, a RFT or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted or has its security or integrity compromised.

9.12 Complaint Handling

For complaints in relation to any item in this RFT or the RFT process contact the nominated Primary Contact listed in clause 3.1.

10. INTERPRETATION OF RFT

10.1 Definitions & Interpretation

In this RFT, unless the contrary intention appears:

- (a) Conflict of Interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to provide the requirements to the University diligently and independently;
- (b) Draft Contract means the document set out at Schedule 1;
- (c) Late Response means a RFT that is not lodged by the RFT Closing Time and Date, as further defined in clause 3.4;

- (d) Primary Contact means the University's primary contact for all contacts in relation to this RFT, as specified in clause 3.1;
- (e) RFT Head Document means this document;
- (f) RFT Closing Time and Date means the date and time set out in clause 3.2;
- (g) RFT Modification Procedure means the procedure for modification of the RFT set out in clause 3.8.

10.2 Governing Law

The governing law of the Australian Capital Territory applies to the RFT. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of this RFT.

ACRONYMS

The following acronyms are used throughout this RFT:

Acronym	Meaning
NIL	nil

ANNEXURE A - RESPONSE FORM**Response to clause 8.1 – Profile of Tenderer**

Full legal name of Tenderer	
Any trading or business name	
<p>If a company:</p> <ul style="list-style-type: none"> • registered office; • principal place of business and address; and • date and place of incorporation. 	
<p>If registered for business purposes in Australia:</p> <ul style="list-style-type: none"> • A.B.N: and • A.C.N. 	
<p>If a partnership:</p> <ul style="list-style-type: none"> • The names and addresses of partners; and • principal place of business. 	
Individual shareholders holding 5% or more of any issued share capital	
Related entities within the meaning of the Corporations Law	
Particulars of any petition, claim, action, judgement or decision which would be likely to affect adversely the Tenderer's capacity to provide the requirement	

Response to clause 8.6 – Reference Checks

Organisation	Name	Contact Details	Service Provided and Date Provided

Response to clause 8.3 – Subcontracts

Name, address, e-mail address, and telephone and facsimile numbers of subcontractors, and other details of current and proposed subcontracts for elements of the offered goods and services that will be major in terms of quality, technical significance or price	1.
	2.
	3.
	4.
	5.
	6.

ANNEXURE B – COMPLIANCE CHECKLIST

Tenderers are required to include a statement of their compliance against the RFT Head Document and Schedules in accordance with clause 8.4, and are to be provided in the following tables.

RFT Head Document Sections 1 and 2

Noted

RFT Head Document Sections 3 to 10

Clause	Noted	Compliance Status and Comment

Schedule 1 – Draft Contract

Acceptance of the preferred response will be subject to the execution of the Contract at Schedule 1. Tenderers must identify which Contract type they are responding to (Type A or Type B). If required to respond to both types of Contract, compliance with Contract Type A and Type B must be provided separately.

Clause	Compliance Status and Comment

Schedule 2 – Statement of Requirement

Clause	Noted	Compliance Status and Comment

Annexure A – Response Form

Clause	Completed	Not completed	Explanation included

Annexure C – Declaration by Tenderer

Declaration by Tenderer	Completed <input type="checkbox"/>
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ANNEXURE C – DECLARATION BY TENDERER

The Tenderer offers to provide the goods and services (*choose either or both*) described at the prices offered and on the conditions set out in this Request for Tender (RFT).

The Tenderer declares that the information contained in this tender is true.

Name:	Signature:
Official Position Held:	Date:
Duly Authorised to Sign Tenders for and on Behalf of (<i>state full name of Company</i>):	
Registered Address:	
Postal Address:	
Refer Enquiries to: (<i>please print</i>)	Telephone: ()
E-mail Address:	Facsimile: ()



Australian
National
University

Short Form Goods and Services Contract

THE AUSTRALIAN NATIONAL UNIVERSITY

ABN 52234 063 906

AND

[INSERT SUPPLIER NAME]

ABN [INSERT ABN NUMBER]

FOR THE SUPPLY OF [INSERT NAME OF PROJECT].

CONTRACT NUMBER [INSERT RFT/RFP NUMBER].

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THIS CONTRACT is made on the [insert date] day of [insert month] 20[insert year]

BETWEEN

THE AUSTRALIAN NATIONAL UNIVERSITY, A.B.N. 52234 063 906, an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) and represented by the University Purchasing & Contracts Office, of Acton in the Australian Capital Territory, 0200 (the “**University**”),

AND

[Insert supplier name] Pty Ltd, A.B.N. [insert number], a company incorporated in [insert State or Territory], Australia and having its registered office at [insert address] (the “**Supplier**”).

WHEREAS:

- A. The University wishes to purchase Goods and/or Services from the Supplier on the terms and conditions set out in the Contract.
- B. The Supplier agrees to provide the University with the Goods and/or Services on the terms and conditions of the Contract.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.2 In this Contract, unless the contrary intention appears:

Business Day means, for the purposes of the Contract, a day which is not an Australian Government gazetted public holiday, or a Saturday or Sunday, in the Australian jurisdiction in which the obligation is to be performed.

Contract means the contract under which the Services and/or Goods are to be provided to the University.

Contract Material means all material created or required to be developed or created as part of, or for the purpose of performing, the Services and/or providing the Goods, including but not limited to documents, equipment, information and data stored by any means.

Force Majeure means an act of God, fire, lightning, earthquake, explosion, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind, and any other event which is not within the reasonable control of the party affected, but does not include any act or omission of the other party (including any sub-contractors) to the Contract.

Goods mean the articles, goods, material or part thereof to be provided under the Contract and described or referred to in the Statement of Requirement.

GST has the meaning given by the GST Law, and includes any additional tax, penalty tax, fine, interest or other charge.

GST Law means the same as in the *A New Tax System (Goods and Services Tax) Act 1999*.

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order or an order is made that a body corporate be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved;
- (e) a body corporate is or states that it is insolvent;
- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001 (Cth)*, a body corporate is taken to have failed to comply with a statutory demand;
- (g) a body corporate is or makes a statement from which it may be reasonably deduced by the University that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*;
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate;
 - (i) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001 (Cth)* or action is taken which could result in that event; or
 - (ii) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property or IP means all rights under statute, common law or equity in relation to inventions (including patents), copyright, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, confidential information (including trade secrets and know-how) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including but not limited to:

- (a) an invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; biological material; computer program; integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) improvement, modification or development of any of the foregoing;
- (c) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any intellectual property referred to in sub-paragraphs (a) or (b);

- (d) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other intellectual property referred to in sub-paragraphs (a) or (b); and
- (e) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (a) or (b).

Loss means any loss, cost or expense (including legal costs and expenses on a solicitor and own client basis) or liability, however it arises and whether it is present or future, fixed or unascertained, actual or contingent. Loss includes, for the purposes of clause 16, any amount paid by the University for an interference with the privacy of an individual being a reasonable amount as compensation for loss or damage for which the University is liable, or would have been liable under the *Privacy Act 1988 (Cth)* if such breach had been that of the University.

Personal Information means information or opinion (including information or opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent or can reasonably be ascertained from the information or opinion.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Services mean the services to be performed under the Contract and described or referred to in the Statement of Requirement.

Statement of Requirement means the description of the Services and/or Goods at Schedule 1.

Supplier means the party who by the Contract undertakes to perform the Services and/or provide the Goods, and when the supplier includes more than one person, those persons jointly and severally.

Tax Invoice means a tax invoice complying with the requirements of the GST Law.

Taxable Supply means the same as in the GST Law.

University means the Australian National University.

University Confidential Information means information that:

- (f) is by its nature confidential;
- (g) is designated by the University as confidential;
- (h) the Supplier knows or ought to know is confidential;
- (i) is comprised in or relates to University Material or Contract Material;
- (j) is included in the terms of the Contract;

but does not include information which:

- (k) is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligations; or
- (l) has been independently developed or acquired by the Supplier, as established by written evidence.

University Material means any material including confidential information provided by or on behalf of the University to the Supplier in connection with the Contract including, but not limited to, documents, equipment, information and data stored by any means.

- 1.3 Words importing a gender include any other gender. Words in the singular number include the plural and words in the plural number include the singular.

2. PROVISION OF GOODS AND/OR SERVICES

- 2.1 The Supplier must perform the Services and/or provide the Goods as described in the following documents, all of which form part of the Contract:

- (a) the Contract; and
- (b) any other documents incorporated in the Contract by reference.

- 2.2 Any inconsistencies between the documents included in the Contract are to be resolved by considering them in the order of priority set out in clause 2.1.

3. TIMING

- 3.1 The Contract will commence on **[insert date]**, and, subject to clause 3.2, will terminate on **[insert date]**.

- 3.2 The term of the Contract, or the maximum number of hours/days/weeks worked under the Contract, may be extended by the written agreement of both parties under clause 12.

4. SUPPLIER PERSONNEL

- 4.1 The Supplier must ensure that the Services are only performed and/or the Goods are only provided by **[insert name(s)]**, and must notify the University immediately if that person ceases (or that persons cease) to be engaged or employed by the Supplier. If the Supplier is unable to provide suitable replacement personnel, the University may terminate the Contract under clause 24.

5. CONTRACT MANAGER

The person holding, occupying or performing the duties of **[insert position]**, **[insert name]**, will be the Contract Manager with responsibility for supervision of the Contract on behalf of the University and authority to issue and receive any written notification under the Contract.

6. FEES

- 6.1 Subject to clauses 10 and 11, the fees payable by the University to the Supplier for the Services and/or the Goods are:

[Insert rate for Services]

[Insert rate for Goods]

- 6.2 The price of the Services and/or the Goods includes:

- (a) all taxes (including GST), duties and charges;
- (b) all superannuation and leave payments;
- (c) all insurance costs;
- (d) all charges for supply of the Goods and/or the performance of the Services; and

(e) no extra charges for testing, inspection, packing, delivery or otherwise.

6.3 The fees are payable in arrears, and within thirty (30) days of receipt by the Contract Manager of a correctly rendered Tax Invoice.

7. INVOICE PROCEDURE

7.1 The Supplier must submit, in a form approved by the University, invoices to the Contract Manager. If the Contract Manager, having assessed the Supplier's performance, is satisfied that the Services and/or Goods in respect of which the invoice is issued have been performed and/or provided in accordance with the Contract, the Contract Manager will arrange for the relevant fees to be paid in accordance with the Contract.

7.2 The Supplier must issue to the University a Tax Invoice for each Taxable Supply at and when it makes a Taxable Supply to the University and requires payment from the University. The University is not obliged to make any payment to the Supplier until it has received from the Supplier a Tax Invoice for the relevant Taxable Supply.

8. PERFORMANCE AND DELIVERY

8.1 The delivery of all Goods and the performance of all Services must be made at the time, place, and in the manner stated in the Contract.

8.2 Goods must be packed, marked and labelled to ensure their safe delivery and safe handling by the University after delivery and, if specified packing, marking or labelling is required under the Contract, comply with those requirements.

9. QUALITY AND COMPLIANCE WITH REQUIREMENTS

9.1 The Supplier must provide the Goods and/or perform the Services at a high standard with all due skill, care and diligence and in accordance with relevant best practice.

9.2 The Supplier must comply with any requirements relating to the Services as stated in the Contract, and all Goods must conform to any specifications relating to the Goods as stated in the Contract.

9.3 Without limiting clauses 9.1 and 9.2, all Goods must be free from defects in materials and workmanship, be of merchantable quality and be fit for their purpose, and all Services must be free from defects in performance, meet their purpose and be complete.

10. INSPECTION AND ACCEPTANCE OF SERVICES

10.1 The University may inspect the performance and outcome of the Services at any time, and for that purpose the Supplier must, at reasonable times, give the University's representatives access to the premises at which the Services are being performed.

10.2 If there is a defect in the performance of the Services, or the Services are not complete, the University may by notice require the Supplier to remedy the defect, or complete the Services, at no additional cost to the University.

10.3 If the Services do not meet their purpose, or are not in accordance with the Contract, the University may by notice require the Supplier to redo the Services at no additional cost to the University.

10.4 Where the Supplier fails to remedy a defect in the performance of the Services, complete the Services, or redo the Services, within fourteen (14) days after notification by the University under this clause 10, the University may perform or have performed the

necessary work and recover the cost from the Supplier without prejudice to any other rights or remedies the University may have.

11. INSPECTION AND ACCEPTANCE OF GOODS

- 11.1 The University may inspect the Goods at any time prior to acceptance and reject any Goods found not to be in accordance with the Contract. After acceptance, the University may reject any Goods for any non-conformity with the Contract which could not have been discovered by reasonable inspection before acceptance.
- 11.2 The University will not be liable to pay for any rejected Goods or for any damage or costs arising from inspection or rejection of Goods.
- 11.3 If the University rejects any goods, the Supplier must, without prejudice to the University's rights otherwise arising under the Contract or the general law, comply with a requirement of the University to:
- (a) replace, without cost to the University, the rejected Goods with goods complying in all respects with the Contract;
 - (b) refund any payment for the rejected Goods; or
 - (c) repair the Goods, on site or otherwise, to the satisfaction of the University.

Further, in the case of clauses 11.3(a) or 11.3(b), the University may remove the rejected Goods at the Supplier's expense.

- 11.4 Without additional cost to the University, the Supplier must provide access to premises and all other necessary assistance for the University's representatives to inspect the manufacture of the Goods.
- 11.5 If the University requires the Supplier to submit samples of Goods, the Supplier must not proceed to bulk manufacture until the University has approved the samples.

12. VARIATION OF AGREEMENT

- 12.1 No agreement or understanding that varies or extends the Contract (including in particular the scope or performance of the Services, the provision of the Goods, or the fees) and which would result in an increase in the monies payable by, or other liability of the University, will be legally binding upon either party unless in writing and signed by both parties.
- 12.2 The Contract is the entire agreement between the parties and supersedes all previous correspondence, contracts and arrangements between the parties relating to the Goods and/or the Services except to the extent they are incorporated in the Contract.
- 12.3 Prices will remain firm for the initial period of the contract.
- 12.4 Prices may be varied, subject to written agreement with the University, following the completion of the initial term of the contract.
- 12.5 Any request for variation to the pricing must be submitted in writing 90 days prior to the completion of the initial term (or any subsequent extension term) and must include a detailed justification for the variation in price.

13. STANDARD OF CARE

- 13.1 The Supplier in performing the Services and/or providing the Goods must:

- (a) exercise skill, care and diligence to a professional standard;
- (b) ensure that the Services and/or Goods are fit for their intended purpose, are complete and are performed in a manner that achieves all standards of performance included in or referred to in the Contract;
- (c) at all times exercise the utmost good faith in the best interests of the University and must keep the University fully and regularly informed as to all matters affecting or relating to the Services and/or the Goods;
- (d) have the skills, qualifications and experience to perform the Services and/or provide the Goods in an efficient and controlled manner, with a high degree of quality and responsiveness and to a standard that at a minimum complies with the Contract;
- (e) continuously seek to improve the quality, effectiveness and efficiency, including cost effectiveness, of the Services and/or the Goods and must inform the University of reduced costs as they occur;
- (f) use adequate numbers of appropriately qualified personnel to perform the Services and/or the Goods in accordance with the Contract; and
- (g) ensure that all information provided to the University, including in reports and documents provided to the University, is correct, complete and not misleading in any respect.

13.2 The Supplier must ensure that at all times the performance and administration of the Contract will not be adversely affected in any way by any date-related issue.

13.3 The Supplier must not sub-contract the performance of the Services and/or the provision of the Goods without the consent of the University.

14. INTELLECTUAL PROPERTY

14.1 The ownership of Intellectual Property, which exists or existed prior to the commencement of this Contract, shall not be altered or transferred merely by virtue of its use in performing this Contract.

14.2 All Intellectual Property rights including copyright in and to Contract Materials and reports produced by either party in carrying out this Contract shall vest in that party and shall be used by the other party only if agreed in writing, subject to any terms or conditions that may be applied.

14.3 The Supplier must at all times indemnify the University, its officers, employees, agents and sub-licencees, from and against all loss, damage, costs (including legal costs and expenses on a solicitor/own client basis), compensation and expenses arising out of the infringement or alleged infringement of any Intellectual Property, by reason of the purchase, possession or use of the Goods or the provision or outcomes of the Services.

15. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

15.1 The Supplier will not, without the prior written approval of the University, disclose to any person other than the University, any University Confidential Information. In giving written approval the University may impose such terms and conditions, as it thinks fit.

- 15.2 The University will not, without the prior written approval of the Supplier, disclose to any person other than the Supplier, any information that is confidential to the Supplier.
- 15.3 The Supplier in giving an undertaking not to disclose, is to arrange for its officers, employees, agents and subcontractors engaged in the delivery of the contracted Good and/or Services to give an undertaking, and if requested by the University this undertaking may be asked for in written form, to the non-disclosure of University Confidential Information. The Supplier will promptly arrange on execution of this Contract for all such undertakings to be given.
- 15.4 This clause 15 will survive the expiration or termination of the Contract.

16. PRIVACY

- 16.1 The Supplier acknowledges that the University is subject to the provisions of the Privacy Act. The Supplier must ensure that its collection, retention, access to, correction, use and security of any Personal Information will be made, as the case may be:
- (a) only for the purposes of fulfilling its obligations under the Contract; and
 - (b) in accordance with the procedures from time to time requested by the University, but otherwise at least in accordance with the Information Privacy Principles as set out in the Privacy Act, to the extent that the content of those Principles apply to the types of activities the Supplier is undertaking under the Contract, as if it is a record keeper as defined in the Privacy Act.
- 16.2 The Supplier must:
- (a) not disclose any Personal Information obtained in connection with the Contract without the written authority of the University and must immediately notify the University where it becomes aware or ought reasonably to have become aware that a disclosure of personal information may be required by law; and
 - (b) co-operate and comply with any reasonable requests or directions of the University arising directly from or in connection with the exercise or the functions of the Privacy Commissioner under the Privacy Act or otherwise.
- 16.3 The Supplier must ensure that any record as defined in the Privacy Act containing Personal Information provided to or obtained by the Supplier pursuant to the Contract is, at the expiration or termination of the Contract, either returned to the University or deleted or destroyed in the presence of a person duly authorised by the University to oversee such deletion or destruction.
- 16.4 The Supplier must indemnify the University in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Supplier under this clause 16 or for breach of an obligation of confidence whether arising under the Privacy Act or otherwise.

17. CONFLICT OF INTEREST

- 17.1 The Supplier warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract which

has not already been advised to the University in writing and consented to by the University.

- 17.2 If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Supplier undertakes to notify the University immediately in writing of that conflict or risk and to take such steps as the University may reasonably require to resolve or deal with the conflict as required. If the Supplier is unable or unwilling to resolve or deal with the conflict as required, the University may terminate this Contract in accordance with clause 24.

18. COMPLIANCE WITH THE UNIVERSITY'S POLICIES

- 18.1 The Supplier, its officers, employees, agents or subcontractors must, when using or working on the University's premises, property or facilities, comply with all reasonable directions of the University, its officers or staff and those University procedures relating to work health (including the University's smoke free work place policy), safety, environment and security in effect at those premises or in regard to those facilities or property, as notified or directed by the University or as might reasonably be inferred from the use to which the premises, property or facilities are being put.

19. NEGATION OF EMPLOYMENT AND AGENCY

- 19.1 The Supplier must not represent itself, and must ensure that its employees do not represent themselves, as being employees, partners or agents of the University.
- 19.2 The Supplier will not, by virtue of the Contract, or for any purpose be deemed to be an employee, partner or agent of the University.

20. PERFORMANCE EVALUATION

- 20.1 The Supplier's performance will be monitored by the Contract Manager systematically throughout the term of the Contract. Performance indicators will include:
- (a) timeliness;
 - (b) provision of regular project reports;
 - (c) performance of all tasks included in the performance of the Services and/or delivery of the Goods;
 - (d) satisfactory standards of workmanship and achievement of all performance standards included in the Contract;
 - (e) provision of advice which enables effective action to be taken by the University;
 - (f) adherence to budget; and
 - (g) ability to respond effectively to the requirements of the Contract Manager under the terms and conditions of the Contract.

- 20.2 The Supplier must comply with any reasonable direction given by the Contract Manager on behalf of the University, within the general scope of the administration of the Contract.

21. ACCESS TO SUPPLIER'S PREMISES AND RECORDS

- 21.1 The Supplier must grant, at all reasonable times, the University, and persons who are authorised in writing by the University, access to the Supplier's premises and to:

- (a) the Contract Material; and
- (b) the working documents;
- (c) any relevant documents, data, records, accounts and other financial material or material relevant to the performance of the Services and/or delivery of the Goods, however and wherever stored, in the Supplier's, its agents' or its sub-contractors' custody, possession or control, and make such material available to the University to inspect and copy, for the purpose of auditing performance of the Contract.

21.2 In the case of documents or records stored on a medium other than in writing, the Supplier must make available on request, and at no expense to the University, such facilities as may be necessary to enable a legible reproduction to be created.

22. AUDIT

22.1 The University, its nominee, the Commonwealth Auditor-General, the Commonwealth Privacy Commissioner, or a delegate of the Auditor-General or the Privacy Commissioner, for the purpose of ensuring the proper performance of the Contract and/or performing the Auditor-General's or the Privacy Commissioner's statutory functions, may at reasonable times and on giving reasonable notice to the Supplier:

- (a) require the provision by the Supplier, its employees, agents or sub-contractors of records and information which are related to the Contract;
- (b) have access to the premises of the Supplier for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Supplier, its employees, agents or subcontractors which are related to the Contract; and
- (c) where relevant, inspect the University assets held on the premises of the Supplier.

22.2 The Supplier must comply with the University's requests under clauses 21 and 22 at no additional cost to the University.

22.3 The Supplier must promptly take, at no additional cost to the University, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Supplier has under the Contract:

- (a) performed the Services;
- (b) provided the Goods; or
- (c) calculated any fees or any other amounts billed to the University.

22.4 Clauses 21 and 22 apply for the term of the Contract and for a period of seven years from the date of expiration or termination of the Contract.

23. TERMINATION FOR CONVENIENCE

23.1 The University may, at any time, by written notice, terminate the Contract in whole or in part without cause and upon such notice being given the Supplier must cease or reduce work according to the tenor of the notice and must immediately do everything possible to mitigate consequential losses.

23.2 If the Contract is terminated under clause 23.1, the University is liable only for:

- (a) payment of fees for Services performed and/or Goods provided before the effective date of termination, provided those Services performed and/or Goods provided have been performed in accordance with the Contract and the Supplier is not otherwise in breach of the Contract; and
- (b) subject to this clause 23, any reasonable costs (excluding consequential loss) in respect of unavoidable loss sustained or incurred by the Supplier and directly attributable to the termination or partial termination of the Contract, provided that the costs are fully substantiated to the University. These costs must not exceed total fees paid under the Contract up to and including the effective date of termination.

23.3 In the event of partial termination, the University's liability to pay the fees, in the absence of agreement to the contrary, will abate proportionately to the reduction in the Services and/or Goods.

23.4 If this clause is invoked, it will prevail over all others.

24. TERMINATION FOR DEFAULT

24.1 Without prejudice to its rights at common law, the University may, by notice in writing to the Supplier, terminate the Contract immediately in whole or in part and recover from the Supplier any loss or damage suffered by the University if:

- (a) the Supplier suffers an Insolvency Event;
- (b) the Supplier ceases, or threatens to cease, to carry on its business;
- (c) the Supplier commits a breach of the Contract which is not, in the opinion of the University, capable of rectification;
- (d) the Supplier breaches the Contract where such breach is, in the opinion of the University, capable of rectification and the Supplier does not rectify the breach within 14 days after receiving a notice from the University requiring the Supplier to rectify the breach; or
- (e) a delay or failure of the Supplier to perform its obligations due to an event of Force Majeure that is not caused by the University exceeds **[forty-five (45)]** Business Days.

24.2 Where, before termination of the Contract under clause 24.1, the University has made any payment in advance to the Supplier for which it has not received Goods or Services, the amount of that payment must be repaid by the Supplier to the University immediately on termination and, if not repaid, is recoverable by the University from the Supplier as a debt.

24.3 If the Contract is terminated under this clause 24:

- (a) subject to the Contract, the parties will be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
- (b) the University's rights to recover damages are not affected;
- (c) the Supplier must comply with all obligations in the Contract relating to Contract Material;

- (d) the Supplier must indemnify the University in respect of any loss it may incur in procuring similar services to the Services, or purchasing goods similar to the Goods, from another supplier.

24.4 If a purported termination for default by the University under clause 24.1 is determined by a competent authority not to be properly a termination for default, then that termination by the University will be deemed to be a termination for convenience under clause 23.1 which termination has effect from the date of the notice of termination.

25. INDEMNITY

25.1 Subject to clause 25.2, the Supplier must at all times indemnify the University, its officers, employees, students and agents (those indemnified) from and against all Loss (including legal costs and expenses on a solicitor and own client basis) or liability whatsoever incurred or suffered by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Supplier, or its officers, employees, agents, subcontractors or invitees in performing the Services and/or providing the Goods or in connection with the Contract.

25.2 The Supplier's liability to indemnify the University under clause 25.1 will be reduced proportionally to the extent that any act or omission of the University or its employees or agents contributed to the Loss.

25.3 This clause 25 will survive the expiration or termination of the Contract.

26. INSURANCE

26.1 The Supplier must have and maintain during the term of this Contract and for such period as its liability under this Contract remains the following insurance coverage:

- (a) public liability, of at least A\$20million;
- (b) product liability, of an amount of at least A\$5million;
- (c) professional indemnity insurance, of at least A\$5 million; and
- (d) insurance against liability for death of or injury to its officers or employees, as required by law.

26.2 The Supplier will provide evidence of such insurance cover upon execution of this Contract and thereafter at the request by the University during the term of this Contract.

27. APPLICABLE LAW

27.1 The Contract will be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

28. NOTICES

28.1 Notices under the Contract may be delivered by prepaid postage, by hand, by facsimile or by e-mail transmission to each of the parties at the address set out at the beginning of the Contract or such other address as either party may specify by notice in writing to the other.

29. FORCE MAJEURE

- 29.1 Neither party is liable to the other party in respect of the consequences of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event of Force Majeure provided that the non-performing party is without fault in causing the failure or delay, and the failure or delay could not have been prevented by reasonable precautions and cannot be reasonably circumvented by the non-performing party at its expense through the use of alternative sources, work-around plans or other means.
- 29.2 When a Force Majeure event has occurred, the non-performing party will be excused from further performance of the obligations affected for as long as the circumstances prevail provided the non-performing party continues to use its best endeavours to recommence performance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the party to whom performance is due and describe at a reasonable level of detail the circumstances causing the delay.

30. WARRANTY

- 30.1 The Supplier warrants and represents to the University that the person who signs the Contract for and on behalf of the Supplier has the requisite authority to do so, and if that person is acting under a power of attorney that the power of attorney is in force and in existence and has not been revoked.
- 30.2 The Supplier further warrants and represents to the University that it is authorised, whether by its constituent documents or otherwise, that it is authorised to enter into the Contract.

31. DISPUTE RESOLUTION

- 31.1 The parties undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with the terms of the Contract.
- 31.2 A party may give the other party a notice of dispute (dispute notice) in connection with the terms of the Contract. Following the giving of a dispute notice, the dispute must initially be referred to a representative of each of the Supplier and the University, who will use reasonable efforts to resolve the dispute within **[e.g. ten (10) Business Days]** of the giving of the dispute notice.
- 31.3 If the parties have not been able to resolve the dispute in accordance with clause 31.2, then the parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.
- 31.4 In the event that the dispute, controversy or claim has not been resolved within **[e.g. thirty (30) Business Days]** (or such other period as agreed between the parties in writing) after the parties have attempted to resolve the dispute under clause 31.2, or the appointment of the mediator or conciliator in accordance with clause 31.3, then either party may, if it wishes, commence legal proceedings.
- 31.5 Nothing in this clause 31 prevents either party from seeking urgent injunctive relief.
- 31.6 Notwithstanding the existence of a dispute, the Supplier and the University will continue to perform their obligations under contract.
- 31.7 This clause will survive the expiration or termination of the Contract.

SCHEDULE 1 - STATEMENT OF REQUIREMENT

DETAILS OF THE MANNER IN WHICH GOODS AND SUPPORT SERVICES WILL BE ORDERED CAN BE INCLUDED IN THIS CONTRACT.

THIS CONTRACT WILL ALSO SET OUT THE DETAILED SPECIFICATIONS AND STANDARDS FOR GOODS AND SUPPORT SERVICES TO BE PROVIDED BY THE SUPPLIER UNDER THIS CONTRACT.

[This schedule may be based on the specifications and requirement stated by the University in a Request for Tender/Quotation and may be negotiated by the parties prior to execution of this Contract.]

THIS CONTRACT is executed by the parties on the date above written:

SIGNED on [insert date])
for and on behalf of the **Australian National**)
University by an authorised officer in the) (Signature of authorised officer)
presence of:)
.....)
(Signature of Witness)) (printed name of authorised officer)

SIGNED on [insert date])
for and on behalf of **[insert name and ABN of**)
Contractor] in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) by an authorised) (Signature of Director/Secretary)
officer in the in the presence of:)
.....)
(Signature of Witness)) (printed name of Director/Secretary)



Australian
National
University

Short Form Goods and Services Contract

THE AUSTRALIAN NATIONAL UNIVERSITY

ABN 52234 063 906

AND

[INSERT SUPPLIER NAME]

ABN **[INSERT ABN NUMBER]**

FOR THE SUPPLY OF **[INSERT NAME OF PROJECT]**.

CONTRACT NUMBER **[INSERT RFT/RFP NUMBER]**.

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THIS CONTRACT is made on the [insert date] day of [insert month] 20[insert year]

BETWEEN

THE AUSTRALIAN NATIONAL UNIVERSITY, A.B.N. 52234 063 906, an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) and represented by the University Purchasing & Contracts Office, of Acton in the Australian Capital Territory, 0200 (the “**University**”),

AND

[Insert supplier name] Pty Ltd, A.B.N. [insert number], a company incorporated in [insert State or Territory], Australia and having its registered office at [insert address] (the “**Supplier**”).

WHEREAS:

- A. The University wishes to purchase Goods and/or Services from the Supplier on the terms and conditions set out in the Contract.
- B. The Supplier agrees to provide the University with the Goods and/or Services on the terms and conditions of the Contract.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.2 In this Contract, unless the contrary intention appears:

Business Day means, for the purposes of the Contract, a day which is not an Australian Government gazetted public holiday, or a Saturday or Sunday, in the Australian jurisdiction in which the obligation is to be performed.

Contract means the contract under which the Services and/or Goods are to be provided to the University.

Contract Material means all material created or required to be developed or created as part of, or for the purpose of performing, the Services and/or providing the Goods, including but not limited to documents, equipment, information and data stored by any means.

Effective Date means the date on which this Contract is signed by the Parties, or if signed on separate days, on the date of the last signature.

Force Majeure means an act of God, fire, lightning, earthquake, explosion, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind, and any other event which is not within the reasonable control of the party affected, but does not include any act or omission of the other party (including any sub-contractors) to the Contract.

Goods mean the articles, goods, material or part thereof to be provided under the Contract and described or referred to in the Statement of Requirement.

Graduation Ceremony (or Ceremony) means those ceremonies held by the University on the University's Acton Campus during the months of July and December

GST has the meaning given by the GST Law, and includes any additional tax, penalty tax, fine, interest or other charge.

GST Law means the same as in the *A New Tax System (Goods and Services Tax) Act 1999*.

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order or an order is made that a body corporate be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved;
- (e) a body corporate is or states that it is insolvent;
- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001 (Cth)*, a body corporate is taken to have failed to comply with a statutory demand;
- (g) a body corporate is or makes a statement from which it may be reasonably deduced by the University that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*;
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate;
 - (i) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001 (Cth)* or action is taken which could result in that event; or
 - (ii) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property or IP means all rights under statute, common law or equity in relation to inventions (including patents), copyright, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, confidential information (including trade secrets and know-how) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including but not limited to:

- (a) an invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; biological material; computer program; integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;

- (b) improvement, modification or development of any of the foregoing;
- (c) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any intellectual property referred to in sub-paragraphs (a) or (b);
- (d) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other intellectual property referred to in sub-paragraphs (a) or (b); and
- (e) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (a) or (b).

Loss means any loss, cost or expense (including legal costs and expenses on a solicitor and own client basis) or liability, however it arises and whether it is present or future, fixed or unascertained, actual or contingent. Loss includes, for the purposes of clause 16, any amount paid by the University for an interference with the privacy of an individual being a reasonable amount as compensation for loss or damage for which the University is liable, or would have been liable under the *Privacy Act 1988 (Cth)* if such breach had been that of the University.

Personal Information means information or opinion (including information or opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent or can reasonably be ascertained from the information or opinion.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Services mean the services to be performed under the Contract and described or referred to in the Statement of Requirement.

Statement of Requirement means the description of the Services and/or Goods at Schedule 1.

Supplier means the party who by the Contract undertakes to perform the Services and/or provide the Goods, and when the supplier includes more than one person, those persons jointly and severally.

Tax Invoice means a tax invoice complying with the requirements of the GST Law.

Taxable Supply means the same as in the GST Law.

University means the Australian National University.

University Confidential Information means information that:

- (f) is by its nature confidential;
- (g) is designated by the University as confidential;
- (h) the Supplier knows or ought to know is confidential;
- (i) is comprised in or relates to University Material or Contract Material;
- (j) is included in the terms of the Contract;

but does not include information which:

- (k) is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligations; or

- (l) has been independently developed or acquired by the Supplier, as established by written evidence.

University Material means any material including confidential information provided by or on behalf of the University to the Supplier in connection with the Contract including, but not limited to, documents, equipment, information and data stored by any means.

- 1.3 Words importing a gender include any other gender. Words in the singular number include the plural and words in the plural number include the singular.

2. PROVISION OF GOODS AND/OR SERVICES

- 2.1 The Supplier must perform the Services and/or provide the Goods as described in the following documents, all of which form part of the Contract:

- (a) the Contract; and
(b) any other documents incorporated in the Contract by reference.

- 2.2 Any inconsistencies between the documents included in the Contract are to be resolved by considering them in the order of priority set out in clause 2.1.

3. TIMING

- 3.1 The Contract will commence on **[Date to start or "Effective Date"]**, and, subject to clause 3.2, will terminate on **[Termination Date]**.

- 3.2 The term of the Contract may be extended by the written agreement of both parties under clause 12.

4. SUPPLIER PERSONNEL

- 4.1 The Supplier must ensure that the Services are only performed and/or the Goods are only provided by **[insert name(s)]**, and must notify the University immediately if that person ceases (or that persons cease) to be engaged or employed by the Supplier. If the Supplier is unable to provide suitable replacement personnel, the University may terminate the Contract under clause 24.

5. CONTRACT MANAGER

The person holding, occupying or performing the duties of **[insert position]**, **[insert name]**, will be the Contract Manager with responsibility for supervision of the Contract on behalf of the University and authority to issue and receive any written notification under the Contract.

6. FEES

- 6.1 The Supplier will pay a fee of **[insert % or amount]** of Sales Takings (inclusive of GST) to the University.

- 6.2 The fees are payable in arrears, and within thirty (30) days of receipt, by the Supplier, of a Tax Invoice.

7. INVOICE PROCEDURE

- 7.1 The Supplier must submit, by the **31 August and 31 January respectively**, a sales report, for the proceeding period, to the Contract Manager. The Contract Manager will then

arrange the issuing of a Tax Invoice, for the appropriate amount, based on the information in the sales report.

8. PERFORMANCE AND DELIVERY

- 8.1 The delivery of all Goods and the performance of all Services must be made at the time, place, and in the manner stated in the Contract.
- 8.2 Goods must be packed, marked, labelled and shipped to ensure their safe delivery and safe handling, if specified packing, marking or labelling is required under the Contract, comply with those requirements.

9. QUALITY AND COMPLIANCE WITH REQUIREMENTS

- 9.1 The Supplier must provide the Goods and/or perform the Services at a high standard with all due skill, care and diligence and in accordance with relevant best practice.
- 9.2 The Supplier must comply with any requirements relating to the Services as stated in the Contract, and all Goods must conform to any specifications relating to the Goods as stated in the Contract.
- 9.3 Without limiting clauses 9.1 and 9.2, all Goods must be free from defects in materials and workmanship, be of merchantable quality and be fit for their purpose, and all Services must be free from defects in performance, meet their purpose and be complete.

10. INSPECTION AND ACCEPTANCE OF SERVICES

- 10.1 The University may inspect the performance and outcome of the Services at any time, and for that purpose the Supplier must, at reasonable times, give the University's representatives access to the premises at which the Services are being performed.
- 10.2 If there is a defect in the performance of the Services, or the Services are not complete, the University may by notice require the Supplier to remedy the defect, or complete the Services, at no additional cost to the University.
- 10.3 If the Services do not meet their purpose, or are not in accordance with the Contract, the University may by notice require the Supplier to redo the Services at no additional cost to the University.
- 10.4 Where the Supplier fails to remedy a defect in the performance of the Services, complete the Services, or redo the Services, within fourteen (14) days after notification by the University under this clause 10, the University may perform or have performed the necessary work and recover the cost from the Supplier without prejudice to any other rights or remedies the University may have.

11. INSPECTION AND ACCEPTANCE OF GOODS

- 11.1 The University may inspect the Goods at any time prior to acceptance and reject any Goods found not to be in accordance with the Contract. After acceptance, the University may reject any Goods for any non-conformity with the Contract which could not have been discovered by reasonable inspection before acceptance.
- 11.2 The University will not be liable to pay for any rejected Goods or for any damage or costs arising from inspection or rejection of Goods.

11.3 If the University rejects any goods, the Supplier must, without prejudice to the University's rights otherwise arising under the Contract or the general law, comply with a requirement of the University to:

- (a) replace, without cost to the University, the rejected Goods with goods complying in all respects with the Contract;
- (b) refund any payment for the rejected Goods; or
- (c) repair the Goods, on site or otherwise, to the satisfaction of the University.

Further, in the case of clauses 11.3(a) or 11.3(b), the University may remove the rejected Goods at the Supplier's expense.

11.4 Without additional cost to the University, the Supplier must provide access to premises and all other necessary assistance for the University's representatives to inspect the manufacture of the Goods.

11.5 If the University requires the Supplier to submit samples of Goods, the Supplier must not proceed to bulk manufacture until the University has approved the samples.

12. VARIATION OF AGREEMENT

12.1 No agreement or understanding that varies or extends the Contract (including in particular the scope or performance of the Services, the provision of the Goods, or the fees) and which would result in an increase in the monies payable by, or other liability of the University, will be legally binding upon either party unless in writing and signed by both parties.

12.2 The Contract is the entire agreement between the parties and supersedes all previous correspondence, contracts and arrangements between the parties relating to the Goods and/or the Services except to the extent they are incorporated in the Contract.

12.3 Prices will remain firm for the initial period of the contract.

12.4 Prices may be varied, subject to written agreement with the University, following the completion of the initial term of the contract.

12.5 Any request for variation to the pricing must be submitted in writing 90 days prior to the completion of the initial term (or any subsequent extension term) and must include a detailed justification for the variation in price.

13. STANDARD OF CARE

13.1 The Supplier in performing the Services and/or providing the Goods must:

- (a) exercise skill, care and diligence to a professional standard;
- (b) ensure that the Services and/or Goods are fit for their intended purpose, are complete and are performed in a manner that achieves all standards of performance included in or referred to in the Contract;
- (c) at all times exercise the utmost good faith in the best interests of the University and must keep the University fully and regularly informed as to all matters affecting or relating to the Services and/or the Goods;
- (d) have the skills, qualifications and experience to perform the Services and/or provide the Goods in an efficient and controlled manner, with a high degree of

quality and responsiveness and to a standard that at a minimum complies with the Contract;

- (e) continuously seek to improve the quality, effectiveness and efficiency, including cost effectiveness, of the Services and/or the Goods and must inform the University of reduced costs as they occur;
- (f) use adequate numbers of appropriately qualified personnel to perform the Services and/or the Goods in accordance with the Contract; and
- (g) ensure that all information provided to the University, including in reports and documents provided to the University, is correct, complete and not misleading in any respect.

13.2 The Supplier must ensure that at all times the performance and administration of the Contract will not be adversely affected in any way by any date-related issue.

14. SUBCONTRACTING

14.1 The University acknowledges that the Supplier will not be using sub-contracts for this Contract.

14.2 If a requirement for the use of a sub-contractor becomes necessary by the Supplier, the Supplier will seek agreement in writing from the University before engaging a sub-contractor for any work under the Contract. The Supplier will identify the sub-contractor and the work that the sub-contractor will be undertaking, in any request to the University. In giving written approval for the use of a sub-contractor, the University may impose such terms and conditions, as it thinks fit.

14.3 The Supplier will be fully responsible for the performance of the Contract notwithstanding that the Supplier has received agreement from the University under clause 14.2 to sub-contract the performance of any part of the Supplies.

14.4 Despite any approval given by the University, the Supplier will be responsible for ensuring the suitability of a sub-contractor for the work proposed to be carried out and for ensuring that such work meets the requirements of the Contract.

14.5 The Supplier will ensure that a sub-contractor complies with all of the terms and conditions of this Contract relevant to the sub-contractor's part in the provision of the Goods and/or the Services.

14.6 The Supplier will pay the sub-contractor in accordance with the terms of the relevant sub-contract.

15. INTELLECTUAL PROPERTY

15.1 The ownership of Intellectual Property, which exists or existed prior to the commencement of this Contract, shall not be altered or transferred merely by virtue of its use in performing this Contract.

15.2 All Intellectual Property rights including copyright in and to Contract Materials and reports produced by either party in carrying out this Contract shall vest in that party and shall be

used by the other party only if agreed in writing, subject to any terms or conditions that may be applied.

- 15.3 The Supplier must at all times indemnify the University, its officers, employees, agents and sub-licencees, from and against all loss, damage, costs (including legal costs and expenses on a solicitor/own client basis), compensation and expenses arising out of the infringement or alleged infringement of any Intellectual Property, by reason of the purchase, possession or use of the Goods or the provision or outcomes of the Services.

16. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 16.1 The Supplier will not, without the prior written approval of the University, disclose to any person other than the University, any University Confidential Information. In giving written approval the University may impose such terms and conditions, as it thinks fit.
- 16.2 The University will not, without the prior written approval of the Supplier, disclose to any person other than the Supplier, any information that is confidential to the Supplier.
- 16.3 The Supplier in giving an undertaking not to disclose, is to arrange for its officers, employees, agents and sub-contractors engaged in the delivery of the contracted Good and/or Services to give an undertaking, and if requested by the University this undertaking may be asked for in written form, to the non-disclosure of University Confidential Information. The Supplier will promptly arrange on execution of this Contract for all such undertakings to be given.
- 16.4 This clause 16 will survive the expiration or termination of the Contract.

17. PRIVACY

- 17.1 The Supplier acknowledges that the University is subject to the provisions of the Privacy Act. The Supplier must ensure that its collection, retention, access to, correction, use and security of any Personal Information will be made, as the case may be:
- (a) only for the purposes of fulfilling its obligations under the Contract; and
 - (b) in accordance with the procedures from time to time requested by the University, but otherwise at least in accordance with the Information Privacy Principles as set out in the Privacy Act, to the extent that the content of those Principles apply to the types of activities the Supplier is undertaking under the Contract, as if it is a record keeper as defined in the Privacy Act.
- 17.2 The Supplier must:
- (a) not disclose any Personal Information obtained in connection with the Contract without the written authority of the University and must immediately notify the University where it becomes aware or ought reasonably to have become aware that a disclosure of personal information may be required by law; and
 - (b) co-operate and comply with any reasonable requests or directions of the University arising directly from or in connection with the exercise or the functions of the Privacy Commissioner under the Privacy Act or otherwise.
- 17.3 The Supplier must ensure that any record as defined in the Privacy Act containing Personal Information provided to or obtained by the Supplier pursuant to the Contract is,

at the expiration or termination of the Contract, either returned to the University or deleted or destroyed in the presence of a person duly authorised by the University to oversee such deletion or destruction.

- 17.4 The Supplier must indemnify the University in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Supplier under this clause 16 or for breach of an obligation of confidence whether arising under the Privacy Act or otherwise.

18. CONFLICT OF INTEREST

- 18.1 The Supplier warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract which has not already been advised to the University in writing and consented to by the University.
- 18.2 If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Supplier undertakes to notify the University immediately in writing of that conflict or risk and to take such steps as the University may reasonably require to resolve or deal with the conflict as required. If the Supplier is unable or unwilling to resolve or deal with the conflict as required, the University may terminate this Contract in accordance with clause 25.

19. COMPLIANCE WITH THE UNIVERSITY'S POLICIES

- 19.1 The Supplier, its officers, employees, agents or sub-contractors must, when using or working on the University's premises, property or facilities, comply with all reasonable directions of the University, its officers or staff and those University procedures relating to work health (including the University's smoke free work place policy), safety, environment and security in effect at those premises or in regard to those facilities or property, as notified or directed by the University or as might reasonably be inferred from the use to which the premises, property or facilities are being put.

20. NEGATION OF EMPLOYMENT AND AGENCY

- 20.1 The Supplier must not represent itself, and must ensure that its employees do not represent themselves, as being employees, partners or agents of the University.
- 20.2 The Supplier will not, by virtue of the Contract, or for any purpose be deemed to be an employee, partner or agent of the University.

21. PERFORMANCE EVALUATION

- 21.1 The Supplier's performance will be monitored by the Contract Manager systematically throughout the term of the Contract. Performance indicators will include:
- (a) timeliness;
 - (b) provision of sales reports;
 - (c) performance of all tasks included in the performance of the Services and/or delivery of the Goods;
 - (d) satisfactory standards of workmanship and achievement of all performance standards included in the Contract;

- (e) provision of advice which enables effective action to be taken by the University;
- (f) ability to respond effectively to the requirements of the Contract Manager under the terms and conditions of the Contract.

21.2 The Supplier must comply with any reasonable direction given by the Contract Manager on behalf of the University, within the general scope of the administration of the Contract.

22. ACCESS TO SUPPLIER'S PREMISES AND RECORDS

22.1 The Supplier must grant, at all reasonable times, the University, and persons who are authorised in writing by the University, access to the Supplier's premises and to:

- (a) the Contract Material; and
- (b) the working documents;
- (c) any relevant documents, data, records, accounts and other financial material or material relevant to the performance of the Services and/or delivery of the Goods,

however and wherever stored, in the Supplier's, its agents' or its sub-contractors' custody, possession or control, and make such material available to the University to inspect and copy, for the purpose of auditing performance of the Contract.

22.2 In the case of documents or records stored on a medium other than in writing, the Supplier must make available on request, and at no expense to the University, such facilities as may be necessary to enable a legible reproduction to be created.

23. AUDIT

23.1 The University, its nominee, the Commonwealth Auditor-General, the Commonwealth Privacy Commissioner, or a delegate of the Auditor-General or the Privacy Commissioner, for the purpose of ensuring the proper performance of the Contract and/or performing the Auditor-General's or the Privacy Commissioner's statutory functions, may at reasonable times and on giving reasonable notice to the Supplier:

- (a) require the provision by the Supplier, its employees, agents or sub-contractors of records and information which are related to the Contract;
- (b) have access to the premises of the Supplier for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Supplier, its employees, agents or sub-contractors which are related to the Contract; and
- (c) where relevant, inspect the University assets held on the premises of the Supplier.

23.2 The Supplier must comply with the University's requests under clauses 22 and 23 at no additional cost to the University.

23.3 The Supplier must promptly take, at no additional cost to the University, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Supplier has under the Contract:

- (a) performed the Services;
- (b) provided the Goods; or
- (c) calculated any fees or any other amounts.

23.4 Clauses 22 and 23 apply for the term of the Contract and for a period of seven years from the date of expiration or termination of the Contract.

24. TERMINATION FOR CONVENIENCE

24.1 Either party may, at any time, by written notice, terminate the Contract in whole or in part without cause and upon such notice being given the Supplier must cease or reduce work according to the tenor of the notice and must immediately do everything possible to mitigate consequential losses.

24.2 If the Contract is terminated under clause 24.1, the University is liable only for:

- (a) subject to this clause 24, any reasonable costs (excluding consequential loss) in respect of unavoidable Loss sustained or incurred by the Supplier and directly attributable to the termination or partial termination of the Contract, provided that the costs are fully substantiated to the University. These costs must not exceed total fees paid under the Contract up to and including the effective date of termination.

24.3 If this clause is invoked, it will prevail over all others.

25. TERMINATION FOR DEFAULT

25.1 Without prejudice to its rights at common law, the University may, by notice in writing to the Supplier, terminate the Contract immediately in whole or in part and recover from the Supplier any loss or damage suffered by the University if:

- (a) the Supplier suffers an Insolvency Event;
- (b) the Supplier ceases, or threatens to cease, to carry on its business;
- (c) the Supplier commits a breach of the Contract which is not, in the opinion of the University, capable of rectification;
- (d) the Supplier breaches the Contract where such breach is, in the opinion of the University, capable of rectification and the Supplier does not rectify the breach within 14 days after receiving a notice from the University requiring the Supplier to rectify the breach; or
- (e) a delay or failure of the Supplier to perform its obligations due to an event of Force Majeure that is not caused by the University exceeds **[forty-five (45)]** Business Days.

25.2 Where, before termination of the Contract under clause 25.1, the University has made any payment in advance to the Supplier for which it has not received Goods or Services, the amount of that payment must be repaid by the Supplier to the University immediately on termination and, if not repaid, is recoverable by the University from the Supplier as a debt.

25.3 If the Contract is terminated under this clause 25:

- (a) subject to the Contract, the parties will be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
- (b) the University's rights to recover damages are not affected;

- (c) the Supplier must comply with all obligations in the Contract relating to Contract Material;
- (d) the Supplier must indemnify the University in respect of any loss it may incur in procuring similar services to the Services, or purchasing goods similar to the Goods, from another supplier.

25.4 If a purported termination for default by the University under clause 25.1 is determined by a competent authority not to be properly a termination for default, then that termination by the University will be deemed to be a termination for convenience under clause 24.1 which termination has effect from the date of the notice of termination.

26. INDEMNITY

26.1 Subject to clause 26.2, the Supplier must at all times indemnify the University, its officers, employees, students and agents (those indemnified) from and against all Loss (including legal costs and expenses on a solicitor and own client basis) or liability whatsoever incurred or suffered by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Supplier, or its officers, employees, agents, sub-contractors or invitees in performing the Services and/or providing the Goods or in connection with the Contract.

26.2 The Supplier's liability to indemnify the University under clause 26.1 will be reduced proportionally to the extent that any act or omission of the University or its employees or agents contributed to the Loss.

26.3 This clause 26 will survive the expiration or termination of the Contract.

27. INSURANCE

27.1 The Supplier must have and maintain during the term of this Contract and for such period as its liability under this Contract remains the following insurance coverage:

- (a) public liability, of at least A\$20million;
- (b) product liability, of an amount of at least A\$5million;
- (c) insurance against liability for death of or injury to its officers or employees, as required by law.

27.2 The Supplier will provide evidence of such insurance cover upon execution of this Contract and thereafter at the request by the University during the term of this Contract.

28. APPLICABLE LAW

28.1 The Contract will be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

29. NOTICES

29.1 Notices under the Contract may be delivered by prepaid postage, by hand, by facsimile or by e-mail transmission to each of the parties at the address set out at the beginning of the Contract or such other address as either party may specify by notice in writing to the other.

30. FORCE MAJEURE

- 30.1 Neither party is liable to the other party in respect of the consequences of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event of Force Majeure provided that the non-performing party is without fault in causing the failure or delay, and the failure or delay could not have been prevented by reasonable precautions and cannot be reasonably circumvented by the non-performing party at its expense through the use of alternative sources, work-around plans or other means.
- 30.2 When a Force Majeure event has occurred, the non-performing party will be excused from further performance of the obligations affected for as long as the circumstances prevail provided the non-performing party continues to use its best endeavours to recommence performance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the party to whom performance is due and describe at a reasonable level of detail the circumstances causing the delay.

31. WARRANTY

- 31.1 The Supplier warrants and represents to the University that the person who signs the Contract for and on behalf of the Supplier has the requisite authority to do so, and if that person is acting under a power of attorney that the power of attorney is in force and in existence and has not been revoked.
- 31.2 The Supplier further warrants and represents to the University that it is authorised, whether by its constituent documents or otherwise, that it is authorised to enter into the Contract.

32. DISPUTE RESOLUTION

- 32.1 The parties undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with the terms of the Contract.
- 32.2 A party may give the other party a notice of dispute (dispute notice) in connection with the terms of the Contract. Following the giving of a dispute notice, the dispute must initially be referred to a representative of each of the Supplier and the University, who will use reasonable efforts to resolve the dispute within **ten (10) Business Days** of the giving of the dispute notice.
- 32.3 If the parties have not been able to resolve the dispute in accordance with clause 32.2, then the parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.
- 32.4 In the event that the dispute, controversy or claim has not been resolved within **thirty (30) Business Days** (or such other period as agreed between the parties in writing) after the parties have attempted to resolve the dispute under clause 32.2, or the appointment of the mediator or conciliator in accordance with clause 32.3, then either party may, if it wishes, commence legal proceedings.
- 32.5 Nothing in this clause 32 prevents either party from seeking urgent injunctive relief.
- 32.6 Notwithstanding the existence of a dispute, the Supplier and the University will continue to perform their obligations under contract.
- 32.7 This clause will survive the expiration or termination of the Contract.

SCHEDULE 1 - STATEMENT OF REQUIREMENT

DETAILS OF THE MANNER IN WHICH GOODS AND SUPPORT SERVICES WILL BE ORDERED CAN BE INCLUDED IN THIS CONTRACT.

THIS CONTRACT WILL ALSO SET OUT THE DETAILED SPECIFICATIONS AND STANDARDS FOR GOODS AND SUPPORT SERVICES TO BE PROVIDED BY THE SUPPLIER UNDER THIS CONTRACT.

THIS CONTRACT is executed by the parties on the date above written:

SIGNED on [insert date])
for and on behalf of the **Australian National**)
University by an authorised officer in the)
presence of:) (Signature of authorised officer)
.....)
(Signature of Witness))
(printed name of authorised officer)

SIGNED on [insert date])
for and on behalf of **[insert name and ABN of**)
Contractor] in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) by an authorised)
officer in the in the presence of:) (Signature of Director/Secretary)
.....)
(Signature of Witness))
(printed name of Director/Secretary)



Australian
National
University

Schedule 2 – Statement of Requirement

Supply of Graduation Services RFT13-092

To

The Australian National University

21 January 2014

Important Document Control Note:

As this document has been evolving up to the eve of its issue, it may contain minor cross-referencing, typographical or other similar discrepancies. Any such items that may materially impact the RFT process should be notified to ANU for rectification.

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1. INTRODUCTION

This Schedule sets out the University's functional, technical, service and pricing requirements in relation to the provision of Graduation Services.

2. SUMMARY OF REQUIREMENT

The University is seeking to enter into Contract with Contractor/s for an agreement inclusive of the provision of Graduation Services. Tenderers may respond to one, a combination or all services listed at Schedule 2, clause 3.1.1. Tender responses may be by a sole Contractor or a consortium of Contractors with a nominated prime Contractor.

The agreement will be for three (3) years, with a possible two (2) times one (1) year extensions to a maximum of five (5) years.

3. SPECIFICATION

3.1 General

3.1.1 The Goods and Services required by the University are:

- (a) Sale and hire of gowns and accessories;
- (b) Framing services and products;
- (c) Photographic services;
- (d) Videography;
- (e) Flowers; and
- (f) Representative stuffed toys

3.1.2 The following Goods and Services will not be considered for inclusion in any Contract resulting from this RFT:

- (a) Separate honorary conferral ceremonies – all services;
- (b) On-stage participants regalia – ceremonial roles rather than general academics;
- (c) Military-based conferrals;
- (d) Ticketing services; and
- (e) Graduation Rings.

3.1.3 The successful Tenderer will be required to provide a detailed report on all services provided to students and academics within a four week period following the ceremony.

3.1.4 Tenderers are to provide Price Models (refer Attachment 1, Schedule 2) for, at least, each of the following scenarios. Each scenario is based on providing a rebate to the University calculated as a percentage of the sales at each ceremony:

- (a) Rebate of 0%;
- (b) Rebate of 5%;
- (c) Rebate of 10%;
- (d) Rebate of 15%; and
- (e) Tenderers may suggest alternative rebate percentages or cost model structures.

3.1.5 Tenderers are to demonstrate both their preparedness and capability to be ready to accept orders for the contracted services by 31 April 2014, including the availability of a fully functioned web portal.

3.1.6 The Contractor will be responsible for all the Contractor's property (including stock and equipment) and staff, while on the University's premises.

3.2 Gowns and accessories

3.2.1 The University presents approximately 3500 conferrals in person [across stage] per year.

3.2.2 The wearing of academic dress at these ceremonies is currently mandatory and must conform to dress orders.

- (a) The University's dress orders have recently been reviewed with a number of changes identified, these changes have yet to be incorporated into the current published orders, however the changes will be in effect for all graduations from 2014.
- (b) Current Dress Orders can be viewed at http://about.anu.edu.au/_documents/orders/acadcerdressorder.pdf
- (c) The major change to the dress orders relates to hood colours and the inclusion of stoles, a summary of the revised hood and stole colours is available in Attachment 2 to this Schedule.

3.2.3 Although the wearing of academic dress complying with the dress orders is currently mandatory, the students and academics will have complete discretion relating to the source of their garments.

3.2.4 Dress orders for a standard student comprise three items:

- (a) Gown;

- (b) Hood or stole; and
- (c) Bonnet or trencher.

3.2.5 Tenderers must provide detail on the available options relating to hire and purchase of gowns and accessories for both students and academic staff, including but not limited to:

- (a) timeframes for ordering for purchase and/or hire;
- (b) Payment methods available;
- (c) Transaction facilitation methods (e.g. portal/web, email etc)
- (d) Collection; and
- (e) Return.

3.2.6 The successful Tenderer must make available a supply of gowns and accessories to enable the correction of errors in dress identified at the venue on the day of the ceremony. The University's preference is for this supply to be manned by the successful Tenderers staff, however Tenderers can suggest alternatives for this arrangement.

3.2.7 Tenderers must provide a measure of the quality of their gowns and accessories (e.g. thread count for gowns and hoods) and if required by the University, provide samples of their full range of products for evaluation purposes.

3.2.8 All gowns and accessories must be freshly dry cleaned when provided to students or academics. Gowns and hoods are not to be provided to students or academics without having been dry-cleaned since the last use.

3.2.9 The successful Tenderer will be required to provide a cleanliness and quality guarantee for all gowns and accessories. All Tenderers must provide details of their guarantee as part of their response.

3.3 Framing

3.3.1 Tenderers are to provide a list detailing their full range of framing products and services.

3.3.2 Tenderers must provide detail on the available options relating to framing products and services, including but not limited to:

- (a) Distribution proposal and requirements (e.g. floor space, pre-ordering, at ceremony orders, delivery times, etc);
- (b) Payment methods available;

3.3.3 All Tenderers must provide details of the guarantee/warranty details, relating to framing products and services, as part of their response.

3.3.4 In addition to providing proposals for the framing of student documents, Tenderers should include a proposal and cost model to provide the University with framing services and products for on-stage University awards.

3.4 Videography and Streaming

3.4.1 The University's preference is for one (1x) fixed camera and two (2x) cameras (with operator). Tenderers can suggest alternative configurations but must justify any alternatives offered.

3.4.2 General

- (a) The Tenderer will be required to provide webcasting, including provision of a customised, interactive and secure web interface, public access via an ANU url, and provision of - or access to - ongoing detailed statistics;
- (b) The Tenderer must provide a test webcast site the public can access one week prior to the event;
- (c) The Tenderer must be able to incorporate graphics (including logo and image) into a webcast framework, and additional information (powerpoint, linked pdf, text) either within the framework, or as links;
- (d) The Tenderer must be able to incorporate additional pre-recorded footage into the webcast when requested by the University;
- (e) Tenderers must be able to provide HD cameras and operators for a minimum of two cameras, including a jib camera for large scale events;
- (f) Tenderers must provide a vision mixer and operator. The University will provide the audio engineering and supply the audio feed for the live mix;
- (g) Tenderers must provide their own cabling for all equipment brought in;
- (h) Tenderers must be able to demonstrate experience in video production of large-scale live webcast events (see 3.4.2(b));
- (i) The successful Tenderer will be required to work closely with ANU audio/visual, technical, networking, venues and administration staff;
- (j) For all events, the project manager must be available to attend production meetings prior to the event [maximum of 2]. In addition, all Contractor's staff involved (including camera crew) may be required to attend a rehearsal prior to the event;

- (k) For all events, the project manager may be required to attend a post-production debrief session;
- (l) Tenderers must be able to provide post-production editing of the event.

3.4.3 Recording and Streaming

- (a) Recording must be in high-definition 1080p. While streaming in lower resolutions of 480p is acceptable, alternatives for high-definition video streaming are to be offered if available;
- (b) Live-streamed events are to be made available as archived webcasts for indefinite use by the University (with the following delivered with minimal delay following the event):
 - (i) Facilitation of basic post-production editing of text (supplied by the University) on the webcast interface before uploading the archived webcast;
 - (ii) Basic post-production editing of audio-visual content of the archived webcast will be expected to edit out any extraneous content at the beginning and ends of events, and any significant disruptions in camera operation or mixing caused by the contractors;
- (c) Tenderers must supply the University with all recorded data (i.e. live mix and all camera footage uncompressed) on hard disc drive (supplied by the Tenderer) following the live webcast.

3.4.4 Recordings and Data Ownership

The University will retain ownership of all recorded data.

3.5 Photography

3.5.1 The University may have University (or contracted) photographers present at each ceremony, photographing students and visitors for marketing purposes, not for sale. Additionally, student's friends and family will also be able to photograph proceedings. Any contract resulting from this RFT will not impact on these circumstances.

3.5.2 Tenderers are to provide a list detailing their full range of photography products and services.

3.5.3 Tenderers must provide detail on the available options relating to photography products and services, including but not limited to:

- (a) Distribution proposal and requirements, including at least the following:
 - (i) floor space;

- (ii) pre-ordering;
 - (iii) at ceremony orders;
 - (iv) delivery times;
 - (v) hard-copy; and
 - (vi) electronic-copy.
- (b) Payment methods available; and
- (c) Transaction facilitation methods (e.g. portal/web, email, E-commerce, etc)

3.5.4 Tenderers must detail their methodology to manage demand and variation in demand.

3.5.5 Tenderers must provide detail on their photographers, including but not limited to:

- (a) Number of photographers available;
- (b) Qualifications;
- (c) Association memberships; and
- (d) Appointment strategy to ensure the above standards are maintained.

3.5.6 In addition to providing the photographic services detailed above, Tenderers should include proposals to provide the University with copies of photos of VIPs and on-stage University award recipients, to be used for marketing and records purposes.

3.6 Flowers

3.6.1 Tenderers are to provide a list detailing their full range of products.

3.6.2 Tenderers must provide detail on the available options relating to distribution of these products, including but not limited to:

- (a) Distribution proposal and requirements (e.g. floor space, pre-ordering, at ceremony orders, delivery times, etc);
- (b) Payment methods available; and
- (c) Transaction facilitation methods (e.g. portal/web, email, E-commerce, etc)

3.7 Representative Stuffed Toys

3.7.1 Tenderers are to provide a list detailing their full range of products.

3.7.2 Tenderers must provide detail on the available options relating to distribution of these products, including but not limited to:

- (a) Distribution proposal and requirements (e.g. floor space, pre-ordering, at ceremony orders, delivery times, etc);
- (b) Payment methods available; and
- (c) Transaction facilitation methods (e.g. portal/web, email, E-commerce, etc)

3.7.3 All Tenderers must provide details of the guarantee/warranty details, relating to these, as part of their response.

3.8 Expertise

Tenderers must demonstrate expertise at a very high level in the fields relevant to meeting the University's requirement for Graduate Services. This expertise may be demonstrated by a variety of means such as details of the provision of similar services to relevant clients including referees reports and peer recognition.

3.9 Resourcing

In addition to the requirements of Schedule 2, clause 3.5.5, please provide details of your proposed key employees that will be involved in the provision of the services including:

- (a) Name of proposed key employees ("Specified Personnel") and their nominated position in the service provision;
- (b) Proposed role and time allocation for each Specified Personnel in the provision of the Services;
- (c) An outline of the skills, qualifications and previous experience directly related to the services for each Specified Personnel. This information is to be provided in summary format and should not exceed 200 words for each Specified Personnel. A full CV may be attached at the Tenderer's discretion; and

The availability of the proposed Specified Personnel and the proposed arrangements to be put in place should those personnel be unavailable at the relevant time due to unforeseen circumstances.

3.10 Reporting

- (a) The Tenderer must provide timely reports on program scheduling, progress of current areas, issues and concerns, and any additional reporting that is determined necessary in the performance of the services by the University;
- (b) The Tenderer must be available for face-to face meetings as required to provide feedback and ensure delivery of services remains relevant and pertinent; and
- (c) The Tenderer must pro-actively report to and interact with key members of the University.

4. PRICING

4.1 Requirement

Prices are to be inclusive of all things necessary and incidental to the provision of the equipment and conduct of the required services to the required standard, including all project reporting requirements and stakeholder consultation and consumables. Prices quoted are to be in Australian dollars, and are to be exclusive of GST where applicable, they should also include any applicable taxes, levies and insurance, freight or import duties.

4.2 Price Basis

4.2.1 Proposal prices should be calculated on the basis that they remain firm for the initial period of the contract.

4.2.2 Prices may be varied, subject to written agreement with the University, following the completion of the initial term of the contract.

4.3 Net Present Value Analysis

The University reserves the right at its sole and absolute discretion to negotiate with any Tenderer who may be able to provide the best financial outcome for the University where the information provided by the Tenderer indicates a possible capacity to deliver a reasonable financial result for the University.

4.4 Price

Tenderers are required to complete and submit the Price matrix (Attachment 1, Schedule 2) including a detailed price breakdown with their proposal.

5. FINANCIAL INFORMATION

Please provide the following financial details in relation to the Tenderer sufficient to establish the financial viability of the Tenderer:

- (a) Details of the operating entity – company, partnership, joint venture, government, trust in accordance with RFT Head document at Annexure A section 8.1; and
- (b) Most recent Financial Statement or equivalent document.

The University may request Tenderers to provide other or further information of this nature during the Tender process. The University may also require that additional checks or reports be undertaken, such as Dunn & Bradstreet reports. If requested by the University, the Tenderer must provide any necessary consent forms, signed by relevant persons including, without limitation, the Tenderer, a parent company and directors or senior personnel of the Tenderer or a parent company.

Attachment 2 –

New Hood and Stole Colours from 2014

The hood and stole colours below are for utilisation in the following degrees as follows:

- Master degrees – fully lined hoods; and
- Bachelor degrees – 100mm lining of the relevant colour.
- Stoles – 100mm facing of the relevant colour

This is to replace Schedules 2 through to 8 in the Academic and Ceremonial Dress Order 2013

Table 1: Hood & Stole Colours

College or Discipline	Colour	Pantone
University Wide	White	
ANU College of Arts and Social Sciences	Blue	285C
ANU College of Asia and the Pacific	Terracotta	7586C
ANU College of Business and Economics	Saffron	141C
ANU College of Engineering and Computer Science	Claret	208C
ANU College of Law	Purple	259C
ANU College of Medicine, Biology and Environment, and ANU College of Physical and Mathematical Sciences	Green	7727C
Medicine and Health Studies	Turquoise	306C

The following Awards hoods are to remain as stipulated in the currently approved Order and so not be revised:

- Degree of Doctor (Higher Doctorates)
- Doctor of Philosophy;
- Master of Philosophy; and
- Graduate programs in Military Studies.