



HIGH-LEVEL INFORMATION ON CHANGES TO SPECIMEN CONTRACT

As explained in section 4.1(b) in the Invitation to Tender document, the *Specimen Contract* included in this tender (v2022.01.01) has undergone a review and is somewhat different to the *Specimen Contract* offered in previous tenders. As part of preparing a tender, tenderers should read the current version of the *Specimen Contract* provided in the tender pack as downloaded from ARENA.

For tenderer's information, NAFC has outlined below some of the changes in the version of the *Specimen Contract* included in this tender. This is not a complete record of all changes made – it is each tenderers' responsibility to comply with all terms of any Contract that is eventually executed between AFAC and successful tenderers.

Clause ref	Clause heading / concept	Brief description of change
Throughout	Simplification	Simpler and more accurate wording, and some re-ordering of clauses for flow.
1.1(a)(ii), 2.1	Defined terms	Deleted previous 'Defined terms' clause, with definitions of capitalised terms now located on the NAFC website at https://www.nafc.org.au/glossary/ for ease of reference.
5.7	Accident, incident and near misses	Clarified wording of obligations (e.g. "The Contractor must notify NAFC immediately of" certain matters, without saying how) by referring to the requirement to report these matters in ARENA (in addition to any Member reporting requirements). ARENA is meant to contain a full record of each Contractors' accidents, incidents and near misses, whether occurring in relation to the Aircraft or otherwise, and whether or not occurring in the course of the delivery of the Services under any given Contract, and whether or not occurring in Australia.
5.10	AOC/AWC for passenger carriage	Clarified the need to have both and AOC and an AWC for Services that are required to carry passengers and perform aerial work operations, for example an Air Attack Supervision Aircraft which is required to perform Air Attack Supervision plus be able to carry passengers.
5.13, Sch 1 cl 2.3	Performance Measures	Introduced specific Performance Measures, on top of general performance standard type requirements, which gives AFAC and the Member a structure to review performance based on basic compliance measures (e.g. keeping ARENA up-to-date).
6.10	Service Status during the Service Period	Clarified that notification of service status (Available, Available (Limited) or Not Available) is to occur by way of updating ARENA.
6.14	Information and documents on ARENA	New overarching requirement (given that the previous Specimen Contract did not specifically refer to ARENA) to upload and maintain on ARENA all information and documentation that is required to be provided on ARENA, and to keep that information and documentation up to date.
6.15	Record keeping	New requirement to keep accounts and records of provision of the Services in sufficient detail to demonstrate the Contractor's



		compliance with the Contract, and maintain those accounts and records for a minimum period of 7 years after termination or expiry of the Contract (a standard clause, to allow for audits)
8.3	Contract variation	Added the ability for Contracts to be varied without a signed variation, upon AFAC issuing the Contractor with a written notice describing the variation. (If the variation involves a change in costs to the Contractor, that will be taken into account.) This will minimise the need for signed variations, for example for minor updates to contract terms due to new legislation or for changes that the Contractor agrees to (e.g. substitution of an Aircraft), and will not be used for substantial variations.
11.2	Notices	Contract Manager contact details are those specified in ARENA (previously Contract Manager contact details needed to be typed into the Contract based on the Contractor's tender, and sometimes this information conflicted with ARENA)
Sch 3, cl 1.1(a) and 1.3	Contract Prices for MFU used outside the 150K radius	Contract Prices for MFU use outside the 150k radius for MFUs associated with a Service (if such costs are tendered and accepted) may now be specified in the pricing table. This replaces the previous process whereby the Contract referred to a now deleted Standard.