

Terms and Conditions of Government IT Procurement

SPECIAL TERMS AND CONDITIONS ON CONSULTING SERVICES

Contract date and no.: _____ Annex no.: _____

1 SCOPE OF APPLICATION

(1) These Special Terms and Conditions for Consulting Services apply to the procurement of consulting services for a fixed period, for an indefinite period or for a specific task by central government agencies; by state enterprises; by central government institutions and funds; and by municipalities and municipal federations, provided that these Terms and Conditions are referred to in the contract and unless otherwise agreed in writing.

(2) These Special Terms and Conditions are used in conjunction with the General Terms and Conditions of Government IT Procurement, except that sections 4 and 13(6) of the General Terms and Conditions do not apply unless otherwise agreed. In case of conflict, these Special Terms and Conditions take precedence over the General Terms and Conditions.

A consulting service may constitute the assignment of expert resources to the customer for a specific purpose or a commission to produce the results detailed in the contract.

2 PROVIDING CONSULTING SERVICES

(1) The contract specifies the content and timetable of the consulting service and the results to be delivered to the customer. The contract may also specify by name the persons providing the consulting service.

(2) The supplier will ensure that the consulting service is provided according to the contract, with care and professional competence and observing good consulting practice.

(3) Unless otherwise agreed, the consulting service will be provided using the supplier's working methods and processes, which the supplier is free to change if such changes do not cause any extra costs or damage for the customer.

(4) The supplier will employ for the consulting service persons who by their qualifications and experience are suitable for the purpose. The supplier is responsible for ensuring that these persons are available to the customer to the extent necessary for the task. If the customer is not satisfied with any person employed by the supplier for providing the consulting service, the supplier undertakes at the customer's request to replace immediately and at no extra cost any person who lacks the required professional competence or who otherwise, in the customer's justified opinion, is not suitable for the purpose. If the contract specifies by name the persons providing the consulting service, the supplier may not replace those persons during the contract period without the consent of the customer. If a person specified by name in the contract is not available for providing the consulting service as agreed, for reasons beyond the control of the supplier, the supplier must appoint a replacement with comparable qualifications and expertise. If the supplier is unable to appoint a replacement to the satisfaction of the customer, the customer is entitled to cancel the contract with regard to any work that remains undelivered.

(5) The supplier may employ a subcontractor to carry out his contractual obligations if the use of subcontractors has been approved by the customer in writing. The supplier is responsible for the work done by any subcontractors as for his own. The supplier is also responsible for ensuring that any subcontractors comply with the obligations set for the supplier.

(6) The supplier is responsible for ensuring that all persons providing the consulting service have committed themselves to the confidentiality required in the contract. Any employment of the persons providing the consulting service and the performance of services at the customer's premises must always comply with the customer's security, privacy protection and code of conduct and any other reasonable instructions and orders issues by the customer. The customer must notify the supplier in advance of any such policies or procedures compliance with which is expected of the supplier's personnel.

(7) The supplier must inform the customer in writing of progress on the task, or of hours worked, at intervals detailed in the contract. Unless otherwise agreed, the supplier must inform the customer at least once a month and at the time of delivery of the final report.

3 RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

(1) The customer will give the supplier sufficient and correct information required for providing the consulting service, in the agreed form and according to the agreed timetable.

(2) The customer is responsible for any information, instructions or orders given to the supplier.

4 JOINT OBLIGATIONS

(1) Both parties undertake to ensure the availability of the facilities and tools required for performing the agreed assignment.

(2) Both parties must take without delay any decisions required for providing the consulting service.

(3) Both parties are obliged to contribute to enabling the consulting service in contexts which they respectively control or influence.

5 OWNERSHIP, USER RIGHTS AND COPYRIGHT

(1) If the contract involves the assignment of expert resources to the customer for a specific task, intellectual property rights in the results of the work of those expert resources remain with the customer unless otherwise agreed.

(2) If the contract involves an assignment producing the results detailed in the contract, the copyright and intellectual property rights in any documents and other results produced belong to the supplier unless otherwise agreed. However, copyright and intellectual property rights notwithstanding the customer has the unlimited right to use, distribute and further adapt the documents and other results in his own activities indefinitely. The customer has the right to transfer the documents and other results to a third party for use on behalf of the customer, or to transfer the service results to any third party to whom the duties of the customer will be transferred, taking into account the confidentiality required in the contract.

6 FEE, OTHER CHARGES AND PAYMENTS

(1) The fees and separate charges together with their grounds and periods of validity will be detailed in the contract.

(2) Unless otherwise agreed, the supplier is entitled to bill for travel and accommodation expenses as per the State's Travelling Regulations. Unless otherwise agreed, the supplier is not entitled to bill for overtime pay.

(3) The supplier will not bill travel expenses for trips to locations less than 30 km from the supplier's location. Unless otherwise agreed, the supplier will also not bill for travelling time for trips of less than 30 km, and will bill for half of the travelling time for trips of more than 30 km.

7 TERM AND TERMINATION OF THE CONTRACT

(1) The contract is valid for the fixed period stated in the contract or until the agreed results have been delivered. The contract can also be valid indefinitely.

(2) Unless otherwise agreed, an indefinitely valid contract can be terminated, the period of notice being 2 months on the part of the customer and 6 months on the part of the supplier. Notification of termination must be submitted in writing.