

REQUEST FOR QUOTATION

RFQ number	D2024/13298
RFQ closing date	12 Apr 2024
Contractor	SON3568139: • Scribfire Pty Ltd (50 126 270 442) • VIQ Solutions (37 007 916 056) • Legal Transcriptions (76 007 330 574) • Equip Aus (85 120 213 381) • APT Transcriptions (80 091 956 697)
Contractor Representative	
Agency contact details for RFQ	

PART A – Agency requirements for RFQ

Item A Goods, Services and Subcontractors

The Services which the Agency is seeking to procure consist of the following:

Overview

The National Emergency Management Agency (NEMA) coordinates national action and assistance for emergency management. This includes administration of the Disaster Ready Fund (DRF). The DRF provides up to \$1 billion over 5 years from 1 July 2023; or \$200 million annually toward disaster resilience initiatives. The program aims to:

- Increase the understanding of natural hazards and disaster impacts to reduce disaster impacts in the future;
- Increase the capacity of governments, community service organisations and communities to minimise the potential impact of natural hazards and avert disasters; and
- Reduce the exposure to risk, harm and/or severity of a natural hazard's impacts, including the recovery burden for governments and vulnerable or affected communities.

NEMA releases Guidelines annually for DRF Rounds which detail how communities can engage with the application process, available at nema.gov.au. Proposed projects need to align with Investment Principles, projects should be risk informed, align with resilience and risk mitigation plans and priorities; and support diverse and equitable outcomes for Australians. NEMA seeks proposals across two resilience streams, systemic risk reduction and infrastructure.

All states and territories open for DRF applications across several months each year (January to March in 2024). States and territories then categorise proposals, confirm co-contribution amounts, and secure their jurisdictions Ministerial endorsement for proposed projects. Proposals are then submitted to NEMA for assessment by a panel, chaired by NEMA, with broad expertise relevant to disaster resilience and risk reduction. This panel makes recommendations to the Federal Minister for Emergency Management as the final decision maker under the Disaster Ready Fund Act 2019.

Requirement

NEMA requires the services of up to three scribes, to be determined based on panel establishment, to maintain a complete and accurate record (minutes) of the panel or panels deliberations and decisions across the assessment period of DRF Round Two.

Specific expectations of the scribes include:

- Read background materials provided by NEMA and attend pre-briefing/s – up to 4-hrs – dates and times to be confirmed (TBC) , but likely to fall between early May and mid-June
- Attend and record minutes (including meeting location, duration, attendees, agenda items, key discussion points, application scores and all decisions/recommendations) at an in-person panel meeting in Canberra over four days – likely to be 7.30am-5.30pm from 25-28 June inclusive, but TBC (may run longer some days, requiring overtime).
- Attend and record minutes (including meeting location, duration, attendees, agenda items, key discussion points, application scores and all decisions/recommendations) at a follow up meeting of the panel (to be conducted virtually) in the week following the in-person panel meeting – likely to be 1-2 hours on 2-3 July, but TBC (may run longer, requiring overtime)
- Sample minutes to be submitted to NEMA for review/comment at the conclusion of day 1 of the in-person panel meeting to ensure (i) format and content (level of detail, etc.) meet NEMA's requirements and (ii) that adjustments to the format and/or content can be made for subsequent days, if needed.
- Draft minutes for all meetings to be submitted to NEMA for review/comment within 2-business days of each meeting concluding
- Minutes to be updated and submitted to NEMA as 'final' within 2-business days of receiving NEMA's comments on the draft minutes.

Noting that panel discussions are expected to be fast-paced and wide-ranging, the scribes will need to work together to efficiently and effectively record and consolidate meeting notes in a single document (i.e. the official minutes) for each Panel meeting. The scribes will also be expected to work with NEMA to develop suitable templates in advance of Panel meetings.

The scribe's outputs will contribute to the development of reporting and briefing materials for the Minister for Emergency Management.

All content will be captured and securely saved on Content Manager, NEMA's record management system in accordance with the Archives Act 1983.

Depending on operational requirements (e.g. if panel meetings are running to time or behind schedule) and to ensure timeframes for delivery as outlined above are met; there may be a requirement for the scribes to work longer than standard days. Over-time should be factored into quotations.

Scribes must read and agree to all probity requirements associated with the DRF, including in relation to conflicts of interest and confidentiality, prior to commencing work, and must maintain confidentiality at all times (i.e. prior to, during and following panel meetings).

Item B Proposed Contract Term

Proposed Contract Start Date	1 May 2024
Proposed Contract End Date	12 July 2024

Item C Facilities and Assistance

The Agency will provide a workstation and wifi internet access, however the key personnel will need to supply their own laptops, software and any other equipment needed to undertake the required services.

The key personnel will be required to work from 121 Marcus Clarke Street, Canberra for the duration of the in-person panel meeting.

Item D Agency Material to be Provided by the Agency

NEMA may supply templates for panel records, or work with the supplier to develop appropriate templates. NEMA will also provide background materials (e.g. DRF Guidelines) for context.

Item E Use of Agency Material

All Commonwealth Material provided to the key personnel to perform duties required under this contract, must not be circulated externally and be returned to the Agency upon completion of this contract.

Item F Security Requirements

Additional security requirements	NEMA prefers suppliers to have obtained their own security clearances prior to commencing. Specified personnel must hold and maintain a minimum Baseline security clearance. Specified personnel cannot commence until the required security checks have been completed.
Cost of security clearances	The Cost of security clearances will be paid for by the Contractor.
Police Checks	In order to get access to systems and the building, the seller must present to the buyer's representative, a copy of a current police check that is less than 3 months old for their personnel.

PART B – Requirement for response

Description	Details
Information to be included in proposal	The Contractor should provide the following as part of its response to the RFQ: (a) examples of previous projects which demonstrate the Contractor's capacity to successfully deliver services similar to the Services set out in this RFQ; (b) a minimum of 2 referees where the Contractor has recently delivered goods and/or services similar to the Goods and/or Services; (c) CVs for all proposed Resources or Specified Personnel;

Description	Details
	(d) a statement outlining any actual or perceived conflicts of interest, and how any conflicts of interest will be managed by the Contractor; and (e) identify any information which it proposes to be Confidential Information for the purposes of any resultant contract.

PART C – Evaluation Criteria

The evaluation criteria for the RFQ under panel arrangements will be the:

- i. Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.
- ii. Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes.
- iii. relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work.
- iv. professional and other standards that the Service Provider would apply to the Services and the measures the Service Provider proposes to ensure that standards are maintained for the term of the Contract.
- v. extent to which the level and structure of fees proposed provides value for money for the Australian Government.

s22

From: s22@viqsolutions.com>
Sent: Tuesday, 26 March 2024 11:40 AM
To: Disaster Ready (NEMA)
Cc: s22
Subject: Re: Request for Quote by Fri 12 April 2024 - SON3568139 [SEC=OFFICIAL]
Attachments: QT_NEMA - Disaster Ready Fund Round Two 26_06_2024 to 28_06_2024.pdf

Good afternoon s22,

Thank you for your time on the phone today.

I am able to confirm we can accommodate the dates required for recording and transcription in person.

Please find a quote attached for the recording and transcription.

As we do not have an office in the ACT, We will have to fly a Monitor and recording kit in. Travel expenses will be invoiced accordingly.

The quote is based on the 8 to 5pm time frame for recording 9 hrs x4 days.

The transcription is based on the assumption of 70 folios per hour (1 folio is = to 100 words)

Our team member will need access to the location 1 hour before the start time to set up and complete the required sound checks.

The dates and times have been booked in as pending once you have confirmed if you are going ahead we will complete the booking and create the transcript requests.

If you have any further questions, please let me know you can email or call in the details below.

Thank you



s22

Contract Administrator**VIQ Solutions**

M s22

s22@viqsolutions.com

viqsolutions.com.au

Pronouns: She/They

[Follow Us for News & Updates on AI & Transcription](#)

Please consider the environment before printing this e-mail.

From: Disaster Ready (NEMA) <Disaster.Ready@nema.gov.au>
Sent: 21 March 2024 13:23
To: AUS Client Services <clientservices@viqsolutions.com>
Subject: Request for Quote by Fri 12 April 2024 - SON3568139 [SEC=OFFICIAL]

You don't often get email from disaster.ready@nema.gov.au. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

OFFICIAL

Good afternoon,

Please find the enclosed Request for Quote for Transcription Services in support of the [Disaster Ready Fund Round Two](#). NEMA is seeking responses from suppliers under Standing Offer Panel SON 3568139 for these services. To support the DRF Round 2 Assessment process, we require a scribe capability to capture minutes on panel decisions from Tuesday 25 to Friday 28 June 2024. A formal record of Minutes is required within two-business days of each panel session. The preferred supplier will be required to take part in a probity pre-brief and to sign confidentiality, conflict of interest and probity documents prior to undertaking the work. Specified personnel must hold and maintain a minimum Baseline security clearance.

The evaluation criteria for the RFQ under panel arrangements will be the:

- i. Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.
- ii. Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes.
- iii. relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work.
- iv. professional and other standards that the Service Provider would apply to the Services and the measures the Service Provider proposes to ensure that standards are maintained for the term of the Contract.
- v. extent to which the level and structure of fees proposed provides value for money for the Australian Government.

Responses to this Request for Quote should be returned to disaster.ready@nema.gov.au by close of business **Friday 12 April 2024**. The outcome will be advised in early May 2024.

Enquiries sent to disaster.ready@nema.gov.au will result in a standard response to all potential suppliers on the panel addressing the enquiry raised.

Attachments

- A. NEMA Request for Quote Transcription Services –D2024/13298
- B. SON3568139 Order Form – D2024/18982
- C. Transcription Quote Form – D2024-18980

Kind regards,

s22

Assistant Director

E: s22 [@nema.gov.au](mailto:s22@nema.gov.au)

M: s22

Disaster Ready Fund Team

National Emergency Management Agency

nema.gov.au | [@nemagov](https://twitter.com/nemagov)



The National Emergency Management Agency acknowledges the Traditional Owners of Country throughout Australia. We recognise the deep continuing connection Aboriginal and Torres Strait Islander peoples have to land, sea, culture and community. We pay our respects to the elders past, present and emerging.

OFFICIAL

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Level 1, 355 Spencer Street
West Melbourne, Vic 3003

ABN 37 007 916 056

sales.aus@viqsolutions.com
1800 287 274
viqsolutions.com.au

Quote

Valid Until: 30/04/2024

Quote Number : 36354000013516263

Prepared For

		Quote Stage: Delivered
Account Name: National Emergency Management Agency (NEMA)	Contact Name: s22	
Billing Address: GPO Box 133 Canberra City ACT Australia 2601		

S.No.Product Details		Quantity	List Price / Discount	Total
1.	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 25/06/2024	s22		
2.	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 26/06/2024			
3.	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 27/06/2024			
4.	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 28/06/2024			
5.	Business Hours Recording Per 15 Minutes VCBD15 Based on an hourly rate of 9 hours each day. From: 8:00 to 17:00			
			Sub Total	AU\$ 16,480.44
			Less Additional Discount	AU\$ 0.00
			Tax	AU\$ 1,648.04
			Adjustment	AU\$ 0.00
			Grand Total	AU\$ 18,128.48

Description

Travel expenses will be calculated and invoiced accordingly.

Quote for recording and transcription from 25/06/2024 to 28/06/2024, with a next-day turnaround for transcripts. Transcription Services Assumption: 70 folios generated per hour (630 folios per day in total Rate per folio: **s22** Inclusive of GST) This is an estimate only and the transcription cost is subject to change based on finalised word count.

Terms and Conditions

<https://viqsolutions.com.au/terms-of-sale-agreement/> ("Agreement") which shall govern this transaction.



Australian Government
National Emergency Management Agency

Approve a Commitment of Relevant Money

To: ACG RCP

CC: Enter position title of cc minute recipients

Subject: Disaster Ready Fund Scribe Services

Response required by: 15/04/2024

Purpose

This document will record the offline commitment approval for this procurement, for recording in the Home Affairs procurement system, noting NEMA uses Home Affairs procurement system for the financial management of contracts.

Recommendations:

That you:

- a) **AGREE** to commit funds for the provision of Scribe Services with VIQ Solutions.
- ☒ Agreed ☐ Not Agreed
- b) **APPROVE**, the commitment of funds under section 23(3) of the *Public Governance, Performance and Accountability Act 2013 (PGPA Act)*, valued at **\$25,000 (incl GST)**, with an end date of 1 August 2024.
- ☒ Approved ☐ Not Approved

In exercising my delegation under section 23(3) of the PGPA Act, I am satisfied:

- this proposal represents value for money;
- funds are available for this commitment within NEMA's budget;
- the commitment approval is within the limits of my delegation as specified in the Financial Delegations; and
- public resources are being used in an efficient, effective, economical and ethical manner that is consistent with the policies of the Commonwealth's Resource Management Framework.

Signed

s22

23/04/2024

Sophie Cartwright

Assistant Coordinator General Resilience Programs

OFFICIAL

Background

The National Emergency Management Agency (NEMA) administers the Disaster Ready Fund (DRF). The DRF is the Australian Government's flagship disaster risk reduction initiative. The DRF provides up to \$1 billion over five years from 1 July 2023 to help communities protect themselves against the impacts of disasters.

NEMA is establishing an expert panel to assess applications for DRF Round Two. The DRF Panel will participate in four days of in-person panel meetings between 25 and 28 June 2024; and will potentially undertake a two hour follow-up virtual meeting to finalise DRF reports on 2 July 2024.

NEMA requires the services of a scribe to capture accurate and timely (within two-days) minutes of DRF Round Two meetings. The Scribe will cover:

- an overview of decision making processes specific to DRF proposals
- discussion on suitability of proposals in the context of the DRF Round Two Guidelines objectives and investment principles
- highlight merits of proposals
- note sensitivities/complexities/gaps/duplication
- points for improvement of future applications
- discussion on more suitable funding sources/arrangements
- Actions taken i.e. probity adviser and delegate approved consultations/follow-up
- Adjustments to scoring on specific proposals and agreed weighted scores
- Opportunities for improvement of future DRF Rounds

NEMA has sourced transcription services through an existing Transcription and Recording Panel (SON3568139) to meet this requirement. The preferred supplier is VIQ Solutions offering a value for money solution at a cost of \$25k from FY2024/2025 budget. This is aligned to the proposed expenditure \$30k set out in the approved scribe procurement plan (D2024/14127 - [Record D2024/14127: 240301 Procurement Plan Scribe](#)).

NEMA approached five companies listed on SON3568139 on 21 March 2024 requesting responses by 12 April 2024. Two suppliers APT Transcriptions and Legal Transcriptions declined to quote based on capacity. VIQ Solutions responded providing a quote with caveats that submitted costs excluded travel and the final transcription costs may increase based on word counts. There was nil response from Scribfire Pty Ltd and Equip Australia. DRF Assessment recommends progressing with the solution offered by VIQ Solutions.

Clearing Officer:

s22

Director DRF Assessment

Resilience Community Programs

Programs

Contact Officer:

s22

Assistant Director DRF Assessment

Resilience Community Programs

Programs

Attachments:

A: Evaluation Report

B. Risk Assessment

C. Draft Work Order



VIQ Solutions Pty Ltd

Level 1, 355 Spencer Street
West Melbourne, Vic 3003

ABN 37 007 916 056

sales.aus@viqsolutions.com
1800 287 274
viqsolutions.com.au

Quote

Valid Until: 30/04/2024
Quote Number : 36354000013516263

Prepared For

Contact Name:	s22
Account Name:	National Emergency Management Agency (NEMA)
Billing Address:	GPO Box 133 Canberra City ACT Australia 2601

S.No	Product Details	Quantity	List Price / Discount	Total
1	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 25/06/2024	s22		
2	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 26/06/2024			
3	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 27/06/2024			
4	Transcription Services per Folio TSSC100F Assumption: 70 folios generated per hour 28/06/2024			
5	Business Hours Recording Per 15 Minutes VCBD15 Based on an hourly rate of 8.5 hours each day. From: 8:30 to 17:00			
6	Business Hours Recording Per 15 Minutes VCBD15 Based on an hourly rate of 8.5 hours each day. From: 8:30 to 17:00			
7	Business Hours Recording Per 15 Minutes VCBD15 Based on an hourly rate of 8.5 hours each day. From: 8:30 to 17:00			
8	Business Hours Recording Per 15 Minutes VCBD15 Based on an hourly rate of 8.5 hours each day. From: 8:30 to 17:00			
9	Travel - Plus expenses as appropriate RT100 Flights: s22 Accommodation: s22 Ground travel.: s22			

These are approx. based on today's prices and are not locked in or guaranteed until booking is completed.

S.No	Product Details	Quantity	List Price / Discount	Total
	NEMA FOI 2526-26		Document 5	
			Sub Total	AU\$ 17,564.88
			Less Additional Discount	AU\$ 0.00
			Tax	AU\$ 1,756.49
			Adjustment	AU\$ 0.00
			Grand Total	AU\$ 19,321.37

Description

Travel expenses will be calculated and invoiced accordingly.

Quote for recording and transcription from 25/06/2024 to 28/06/2024, with a next-day turnaround for transcripts. Transcription Services Assumption: 70 folios generated per hour (595 folios per day in total Rate per folio: s22 Inclusive of GST) This is an estimate only and the transcription cost is subject to change based on finalised word count.

Terms and Conditions

<https://viqsolutions.com.au/terms-of-sale-agreement/>("Agreement") which shall govern this transaction.

ASIC TRANSCRIPTION PANEL SON3568139
ORDER FORM NEMA

Please complete form in BLOCK LETTERS and ensure spelling is correct.

SECTION A - Contact & Purchase Order Information

REQUESTING OFFICER: s22 PHONE NUMBER: s22

EMAIL: DISASTER.READY@NEMA.GOV.AU

TRANSCRIPT DELIVERY
ADDRESS: **BY EMAIL**

**PURCHASE
ORDER
NUMBER:** _____

SECTION B - Interview Information

*Information in these fields to be
inserted in transcript

SPEAR ID:

*Matter Name:

DISASTER READY FUND ROUND TWO

*Date of Interview:

25-28 JUNE 2024

*Location (include Street Address, City,
State and Post Code):

121 MARCUS CLARKE STREET, CANBERRA

*Time of Interview: 0830 - 1700h

*Interviewee(s):

TWELVE PANELLISTS

*Interview Type (s19, ROI
etc):

PANEL DISCUSSION

Interviewer(s):

Other person(s) present:

SECRETARIAT

*Service provider:

*Security level:

BASELINE

GLOSSARY OF TERMS

Please ensure that the correct spelling of names, terms etc are entered below.

If insufficient space, please attach separate page.

SECTION C - Service

Stenographer (plus Transcript)

When/W
here121 MARCUS CLARKE ST
CANBERRA

Transcription

Number of
recorded
items:Approximate length of recording
(mins/hours):

24 H



Recording services

When/W
here**SECTION D - Transcription format****Court format/non-verbatim - (ASIC default format. Refer intranet guidelines)**O
R**Verbatim - (this option is approx 10-15% more expensive)**

Note: this option may be approx 10-15% more expensive and requires approval from a Senior Manager or SEL



Include signed declaration at end of transcript



CD Copy (Hand Delivered)



EMAIL Copy (For Unclassified or In-Confidence / Sensitive information only)



Word version - excluding index



Word version - including index

SECTION E - Turnaround time (see price list for applicable rates)

Urgent - same day (where recording is received by 10am)



Standard (within 3 business days for recordings under 4 hours)



Urgent (day after recording is received)



Standard (within 5 business days)



Standard (within 5 business days)

SECTION F - Invoice Number (to be completed by service provider)

Please attach a scanned image of this Order Form to the invoice and email it to vendor.invoices@nema.gov.au



Australian Government

National Emergency Management Agency

PURCHASE ORDER

ABN: 40 816 261 802
Telephone: (02) 6264 1111

No ABN received. Unless your ABN is shown on your invoice, tax at 46.5% will be withheld from your payment.

Purchase Order No. : 46067075
 Purchase Order Date: 08.05.2024
 Contract No. : 70036391
 Page : 1 of 1

SUPPLIER	Delivery Address
VIQ SOLUTIONS PTY LIMITED ta SPARK & CANNON LEVEL 1, Suite 2, 355 Spencer St MELBOURNE VIC 3003	National Emergency Management Agency c/o Department of Home Affairs PO BOX 25 BELCONNEN ACT 2616 CONTACT: s22

ITEM/SERVICE	QTY	UNIT	UNIT PRICE Ex GST	GST	AMOUNT
Transcription Services	16480.440	EA	1.00	1,648.04	18,128.48
TOTAL (AUD)				1,648.04	18,128.48

Requestor : s22 Phone :	Payment Enquiries : E-mail:
Invoice Address:	I am authorised to order the above items on behalf of the Department: Approvers signature

NEMA's TERMS AND CONDITIONS OF PURCHASE

1. NEMA buys the goods and/or services from the seller subject to the terms and conditions set out below and this shall prevail over the terms of any offer or acceptance of the seller.
2. NEMA agrees to pay the price for the goods subject to the following:
 - (a) subject to these conditions, if the seller has provided a quote for the goods, the seller shall invoice and NEMA shall pay a price no more than that set out in that quote;
 - (b) subject to paragraph (c), the price includes all taxes (including GST), duties, other statutory charges and any other amount relating to:
 - (i) licences and intellectual property rights attached to the goods; and
 - (ii) testing, inspection, packing; and
 - (iii) delivery and insurance costs,
 that NEMA is liable to pay in accordance with the law and under this document; and
 - (c) if the seller expressly sets out a tax, duty, statutory charge or any other amount referred to in paragraph (b) in its invoice in addition to the price, NEMA shall pay the price and that tax, duty, statutory charge or amount as set out.
3. The seller warrants that:
 - (a) the goods and/or services are fit for their purpose; and
 - (b) the goods and/or services are of merchantable quality; and
 - (c) there are no defects, latent or otherwise, in the goods; and
 - (d) its entry into, and performance of, these terms and conditions does not breach its legal obligations to, or the legal rights of (including any intellectual property rights), any person; and
 - (e) where, in NEMA's reasonable opinion, the goods do not comply with clauses 3(a) to (c), the seller agrees to, within a reasonable time:
 - (i) replace the goods and/or service or supply equivalent goods and/or service; or
 - (ii) repair the goods; or
 - (iii) pay for the cost of replacing the goods and/or service or for acquiring equivalent goods and/or services; or
 - (iv) pay for the cost of having the goods repaired.
4. The seller shall safely and securely pack the goods to ensure that they comply with clauses 3(a) to (c) above on and after delivery and shall deliver the goods:
 - (a) to NEMA's nominated contact officer and address (set out overleaf), irrespective if that address and the seller are in different States or Territories; and
 - (b) unless otherwise agreed with NEMA in writing and before delivery, with the seller's invoice.
5. Title in the goods and/or services passes from the seller to NEMA on delivery and the seller shall bear all risk and liability relating to the goods and/or services and keep all of the goods and/or services adequately insured up to and including delivery and shall not be relieved of any responsibility relating to that risk and liability because of any involvement by a third party in the delivery of the goods.
6. The seller shall:
 - (a) not subcontract any of its obligations under this contract except with the prior written approval of NEMA
 - (b) be liable for the acts or omissions of all of its subcontractors.
7. NEMA agrees to visually inspect the goods as soon as practicable after delivery.
8. NEMA may cancel an order or return the goods at any time and if NEMA:
 - (a) cancels an order prior to delivery, it shall only be liable to pay the reasonable costs of the seller incurred up to the time of cancellation; and
 - (b) returns the goods after delivery:
 - (i) NEMA shall not be liable to pay any amount to the seller if the goods, in NEMA's reasonable opinion, do not comply with the seller's warranty in clauses 3(a) to (c) above; and
 - (ii) NEMA shall be liable to pay the reasonable costs of the seller up to the seller's receipt of the returned goods if the seller has otherwise complied with this contract.
9. The seller indemnifies NEMA and keeps NEMA indemnified from and against any liability, loss, damage, expense or claim arising from any act or omission of the seller or any breach of this or contract by any other the seller, irrespective of whether there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, expense or claim, but the seller's obligation to indemnify NEMA shall be reduced proportionately to the extent that any act or omission of NEMA contributed to the liability, loss, damage, expense or claim.
10. **Unless otherwise agreed in writing, NEMA shall pay the price to the seller 30 days after the receipt by the contact officer of:**
 - (a) goods that comply with clauses 3(a) to (c) above; or**
 - (b) an invoice that refers to the purchase order number and includes the correct price, whichever is the later.**
11. Variations to this contract must be in writing.