

# ***Summary File ONLY***

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**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED  
FOR YOUR INFORMATION TO DECIDE WHETHER TO  
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.

**Tender Document**  
**for**

**Broken Hill Emergency Exit Lighting & Smoke detection  
Upgrade**

**Contract No: 0900586**

**March / 2009**

**State Property Authority**

This Specification has been produced using NATSPEC SERVICES  
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by: Transfield Services Pty Ltd

Tender Closing 22nd April 2009

Consultants: Transfield Services Pty Ltd

**NDIBS.**



# TABLE OF CONTENTS

Page Number.

## **Tendering**

CONDITIONS OF TENDERING

C-1 to C-8

TENDER SCHEDULES

T-1 to T-i

## **Specification**

1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

1-1 to 1-23

2. PRELIMINARIES

2-1 to 2-22

3. SCHEDULES DESIGN BREIF

3-1 to 3-»



# **TENDERING**

## **NOTE**

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# CONDITIONS OF TENDERING

This section includes notices to tenderers.

The Conditions of Tendering section does not form part of the Contract.

## 1 GENERAL

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### 1.1 CONTACT PERSON

Refer requests for information about the Tender to:

Name: Gerard Nellestein

Telephone number: 0407946580

Facsimile number: 02 9464 1354

E-mail address: nellesteing@transfieldservices.com

### 1.2 NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT

Tenderers must comply with the NSW Government *Code of Practice for Procurement*, which is available on the Internet at:

[www.treasury.nsw.gov.au/procurement/cpfp\\_ig](http://www.treasury.nsw.gov.au/procurement/cpfp_ig)

Lodgement of a tender is evidence of the Tenderer's agreement to comply with the Code for the duration of any contract awarded as a result of the tender process. If a tenderer fails to comply with the Code, the Principal may take the failure into account when considering this or any subsequent tender from the tenderer, and may pass over such the tender.

## 2 TENDERER ELIGIBILITY

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### 2.1 ACCEPTABLE LEGAL ENTITIES

The Principal contracts only with recognised and acceptable legal entities. The Principal does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter the contract.

If the Tenderer is a trustee, the Principal may require:

- an unconditional undertaking in accordance with Preliminaries Clause - **Additional security and obligations for trustees**; and
- a signed statement from the Tenderer, provided before the Contract is awarded, making the following undertaking:

'If (insert the legal name of the Tenderer) is awarded Contract No (insert the contract number) for (insert the contract description) it will provide security in the amount of (insert the amount of security advised by the Principal) in accordance with Preliminaries clause - **Additional security and obligations for trustees**, and it undertakes to ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee.'

Failure to provide the signed statement may result in the Tender being passed over.



## 2.2 QUALITY MANAGEMENT

The Principal may elect to pass over a tender from a tenderer that does not demonstrate the capacity to systematically plan and manage the quality of its work in accordance with the NSW Government *Quality Management Systems Guidelines*, which are available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/system/index\\_procurement\\_guideline\\_documents.doc](http://www.managingprocurement.commerce.nsw.gov.au/system/index_procurement_guideline_documents.doc)

Submit with the Tender the information identified in Tender Schedules - **Schedule of Quality Management Information.**

## 2.3 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

Tenderers must demonstrate their capacity to manage occupational health and safety in accordance with the NSW Government *Occupational Health and Safety Management Systems Guidelines 4<sup>th</sup> Edition (OHSM Guidelines)*. The *OHSM Guidelines* are available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/system/index\\_procurement\\_guideline\\_documents.doc](http://www.managingprocurement.commerce.nsw.gov.au/system/index_procurement_guideline_documents.doc)

Submit with the Tender the information identified in Tender Schedules - **Schedule of Occupational Health and Safety Management Information.**

## 2.4 ENVIRONMENTAL MANAGEMENT

Tenderers must demonstrate their capacity to manage environmental matters in accordance with the NSW Government *Environmental Management Systems Guidelines (EMS Guidelines)* available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/system/index\\_procurement\\_guideline\\_documents.doc](http://www.managingprocurement.commerce.nsw.gov.au/system/index_procurement_guideline_documents.doc)

Submit the information identified in Tender Schedules - **Schedule of Environmental Management Information.**

## 2.5 FINANCIAL ASSESSMENT CRITERIA

The main criteria considered in financial assessment of tenderers are:

- Net Worth (total assets, excluding any assets of company directors, less total liabilities less intangible assets);
- Current Ratio (ratio of current assets to current liabilities); and
- Working Capital (current assets less current liabilities).

The Principal considers tenders with the following financial capacity, and no other significant detrimental financial characteristics to be financially satisfactory in respect of tenders:

- Net Worth exceeds 5% of the Contract Sum or initial Contract Price;
- Current Ratio exceeds 1; and
- Working Capital exceeds 10% of the Contract Sum or initial Contract Price.
- Where a tenderer is a trustee the total value of trust beneficiaries' loans to the trustee must be greater than the total value of trust beneficiaries' loans from the trustee.

Deviations below these indicative criteria will not necessarily prevent the Principal from considering any tender.

### 3 CONTRACT DETAILS

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#### 3.1 INSURANCE

##### Works and public liability insurance

The Contractor must arrange insurance of the Works (and any temporary works) and public liability and pay all premiums in accordance with General Conditions of Contract clause **Insurance**.

##### Asbestos liability insurance

The Contractor must arrange any asbestos related insurance required by law. Any other asbestos related insurance is at the discretion of the Contractor. The Contractor is not entitled to any additional payments for asbestos related insurance. The Principal does not require the Contractor to hold any particular Asbestos Liability Insurance under General Conditions of Contract clause **Insurance**.

##### Other Insurance

The Contractor must arrange and pay all premiums for all other insurance required under General Conditions of Contract clause – **Insurance**.

For professional indemnity insurance, a Certificate of Currency or evidence of the ability to obtain the required insurance, such as a letter from a broker or insurer, may be required as a condition of acceptance of tender.

### 4 CURRENT POLICIES

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#### 4.1 GOODS AND SERVICES TAX

The tendered lump sum and/or rates must include GST if it is payable.

#### 4.2 NSW GOVERNMENT PREFERENCE SCHEME

##### Preference

The Principal will give a preference advantage to goods of Australian and New Zealand origin over imported goods supplied under the Contract. NSW country manufacturers may be eligible for an additional preference under the Country Industries Preference Scheme (CIPS). Details of these schemes may be obtained from the Department of State and Regional Development, telephone (02) 9338-6780; facsimile (02) 9338-6676.

The Industry Capability Network Office has been established to provide assistance in planning for, purchasing and using Australian and New Zealand made products. The office can provide professional advice on local industry capability and on the availability and efficiency of local supplies suited to Australian conditions, while retaining commercial confidentiality. The Industry Capability Network Office may be contacted on: telephone (02) 9819 7200; facsimile (02) 9181 3321; e-mail [enquiry@icnsw.org.au](mailto:enquiry@icnsw.org.au); internet [www.icnsw.org.au](http://www.icnsw.org.au).

##### Imported Goods

Where imported goods are proposed, complete the Tender Schedules - **Schedule of Imported Materials and Equipment**. Provide details of alternatives to such goods which are of Australian or New Zealand origin, or give reasons why such alternatives cannot be supplied by completing the Tender Schedules - **Schedule of Alternatives to Imported Goods**.

The Principal may, but is not bound to, negotiate a reduction in price to accept the imported goods, but the reduction will be not less than 20% of the Principal's estimate of the imported value of the goods.

Refer to Preliminaries clause - **Australian and New Zealand Goods**.

### **NSW Country Manufactured Goods**

If the tenderer wishes to seek preference under the NSW Country Industries Preference Scheme, submit Tender Schedules – **Schedule of NSW country manufactured goods** with the tender.

#### **4.3 DISCLOSURE OF TENDER AND CONTRACT INFORMATION**

Details of this tender and contract awarded as a result of this tender process must be disclosed in accordance with the *Freedom of Information Act 1989* (NSW), Premier's Memorandum 2007-01 and the NSW Government Tendering Guidelines which are available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/system/index\\_procurement\\_guideline\\_documents.doc](http://www.managingprocurement.commerce.nsw.gov.au/system/index_procurement_guideline_documents.doc)

#### **4.4 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES**

By submitting a tender, the Tenderer authorises the Principal to gather, monitor, assess, and communicate to other NSW Government agencies or local government authorities information about the Tenderer's financial position and its performance in respect of any contract awarded as a result of the tender process. Such information may be used by those agencies or authorities in considering whether to offer the Tenderer future opportunities for work.

#### **4.5 FINANCIAL ASSESSMENT**

By tendering for this Contract, the Tenderer agrees that the Principal may engage private sector consultants to financially assess tenderers. Financial details of tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract with the Principal to safeguard the financial details obtained. Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government departments or agencies without the express written permission of the tenderer.

The Financial Assessor is The Financial Assessor is Kingsway Financial Assessments Pty Ltd.

Submit, when requested by the Financial Assessor or Principal, the Financial Assessment information shown in Tender Schedules - **Schedule of Financial Assessment Information**.

#### **4.6 UNCONDITIONAL UNDERTAKINGS - APPROVED INSTITUTIONS**

For the purpose of giving unconditional undertakings, the Principal has approved banks, building societies, credit unions and insurance companies listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA. Lists appear at the APRA website at:

[www.apra.gov.au/](http://www.apra.gov.au/)

The Principal is prepared to consider proposals from tenderers for the approval of Unconditional Undertakings by substantial financial institutions, not registered by APRA, which lawfully carry on business in Australia. The Principal may require the submission of evidence demonstrating the substance and status of any proposed financial institution without cost to the Principal.

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## **5 FURTHER INFORMATION**

### **5.1 ADDENDA TO TENDER DOCUMENTS**

If, as a result of a request for clarification from a tenderer or for any other reason, the Principal issues an instruction amending the tender documents, the instruction will be issued in writing

to all tenderers in the form of an Addendum, which becomes part of the tender documents. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the tender documents.

## 5.2 SITE ACCESS RESTRICTIONS

Tenderers and their agents or representatives must:

- obtain permission to inspect the Site from the Client's Representative at least 48 hours before access to the Site is required;
- upon arrival, at the pre-arranged time, introduce themselves at the Client Representative's office prior to undertaking their inspection of the Site.

The Client's Representative's details are:

Name:	Jenny Kappe
Telephone number:	08 80871187
Facsimile Number:	08 80871201
e-mail address:	<a href="mailto:jenny.kappe@fived.com.au">jenny.kappe@fived.com.au</a>

The Client's Representative may be contacted:

on the following days:	Monday to Friday
between the hours of:	9am – 4pm

Tenderers should telephone the Project Manager if they experience difficulty in securing an appointment with the Client's Representative for a site inspection.

## 5.3 PRE-TENDER MEETING

A pre-tender meeting will be held on the **Wednesday 8<sup>th</sup> April 2009**, at **10.30am on Site**.

The Project manager will be available at that time to answer any tenderer's queries regarding the tender.

## 6 PREPARATION OF TENDERS

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### 6.1 ALTERNATIVE TENDERS

The Principal may consider alternative tenders, provided the alternative tender meets the scope, functional intent and design concept expressed in the tender document. Where an alternative tender is proposed, submit a detailed description of the alternative stating clearly the manner in which it differs from the detailed requirements of the tender documents and including separate tender schedules applicable to the alternative.

Alternative tenders will not be considered unless the Tenderer has submitted a conforming tender.

### 6.2 TECHNICAL DATA

Submit, when requested, the details shown in Tender Schedules - **Schedule of Technical Data**.

## 7 SUBMISSION OF TENDERS

### 7.1 DOCUMENTS TO BE SUBMITTED

The following documents must be completed and submitted by the Tenderer:

- Tender Form
- Schedule of rates and lump sum items
- Schedule of imported materials and equipment
- Schedule of Alternatives to Imported Goods
- Schedule of NSW Manufactured Goods
- Schedule of Quality Management Information
- Schedule of Occupational Health and Safety management Information.
- Schedule of Environmental Management Information

Where applicable, refer to each Addendum and state that the Tender allows for the instructions given in the Addendum.

### 7.2 SUBMISSION PROCEDURE

Submit the Tender Form, Tender Schedules marked 'Submit with the Tender Form' and other required documents or information by the date and time given in the advertisement or invitation, by any of the following methods:

- eTendering,
- Tender Box,
- Facsimile.

If more than one tender submission is made, mark each submission clearly as to whether it is a copy, an alternative tender, or whether the submission supersedes another submission.

Submit when requested, by the date, time and method stipulated in the request, Tender Schedules marked 'Submit when requested' and any other information required to allow further consideration of the Tender. Failure to meet this requirement may result in the Tender being passed over.

### 7.3 ETENDERING

Tenderers are encouraged to obtain Requests for Tenders (RFT) and submit tenders through NSW Government online eTendering at:

<https://tenders.nsw.gov.au>.

#### Legal status

Tenders submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than tenders submitted by other means.

Tenderers, by electronically submitting a tender, are taken to have accepted any conditions shown on the NSW Government eTendering web site.

The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt.

### **Electronic Format for Submissions**

Tenders submitted electronically must be in a file format that can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT.

### **File Compression**

Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Tenderers must not submit self-extracting (\*.exe) zip files.

and printed by Microsoft Word 97, or any format required by the RFT.

### **Change of Tender Form Text**

Tenderers must not change existing text in electronic tender forms other than to insert required information.

## **7.4 TENDER BOX**

The Tender may be submitted in the Tender Box at:

Level 3, McKell Building

2-24 Rawson Place

SYDNEY NSW 2000

Submit the Tender in a sealed envelope addressed to the Secretary of the Tender Opening Committee and marked with 'Broken Hill Emergency Exit Lighting & Smoke detection Upgrade' and the closing date and time.

## **7.5 FACSIMILE**

The Tender may be submitted to the following facsimile number:

(02) 9372 8974.

Address the Tender to the Secretary of the Tender Opening Committee and mark the first page of the facsimile with 'Broken Hill Emergency Exit Lighting & Smoke detection Upgrade' and the closing date and time.

Tenders sent by facsimile and not completely received by the close of tenders may be excluded from consideration for acceptance even if transmission or receipt is delayed due to the receiving facsimile machine being engaged, faulty or otherwise inoperative.

## **7.6 LATE TENDERS**

In accordance with the NSW Government *Code of Practice for Procurement*, available on the Internet at:

[www.treasury.nsw.gov.au/procurement/cpfp\\_ig](http://www.treasury.nsw.gov.au/procurement/cpfp_ig)

late tenders will not be accepted, except where the integrity and competitiveness of the tendering process will not be compromised.

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## **8 PROCEDURES AFTER CLOSING OF TENDERS**

### **8.1 EVALUATION OF TENDERS**

In evaluating tenders, the Principal may take into consideration factors including, but not limited to: whole of life costs; ability to meet requirements of the NSW Government *Code of*

*Practice for Procurement*; innovation; delivery time; quality offered; previous performance; experience; capability; occupational health and safety performance; industrial relations performance; environmental management performance; community relations; value adding including economic, social and environmental initiatives; and conformity.

Tenders will be assessed using a weighted scoring process based on information provided with the Tender. The ratio of price to non-price criteria will be: »60:40

The non-price criteria will be:

- **Relevant Experience & Construction Methodology** ; Detail the construction methodology used in previous projects with a similar scoped, & regional locations, for a commercial office environments.
- **Programme Schedule & Expected Practical Completion** Practical Completion; Highlighting project milestones including (but not limited to) pre-construction lead times and lead times relating to delivery/shipping of components from overseas, duration of works on site and expected practical completion.
- **OH&S Management:** - Occupational Health and Safety performance i.e. the presentation of an Occupational Health and Safety Plans and relevant examples of Risk Assessments and Safe Works Method Statements

The Principal may treat any detail required by the tender documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirement.

## 8.2 ACCEPTANCE OF TENDER

The Principal may accept tenders that do not conform strictly with all requirements of the tender documents.

The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender document may be passed over.

No tender, or qualification or departure from a contract condition or specification, is accepted unless the Principal gives an acceptance or formal agreement in writing.

## 8.3 PROTECTION OF PRIVACY

The Tenderer warrants, in respect of any personal information provided in this Tender or any contract arising from this Tender, that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

- that the information is being collected for the purpose of evaluating tenders and administering any contracts arising from those tenders and may be made available to other NSW government agencies or local government authorities for those purposes;
- whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and
- of the existence of any right of access to, and correction of, the information.

### END OF SECTION – CONDITIONS OF TENDERING





## **TENDER SCHEDULES**

***THERE ARE 13 PAGES IN THIS SECTION***

**1 TENDER FORM**

Web site Tender box <https://tenders.nsw.gov.au>

Location and Fax No. of  
Tender Closing Office: Level 3, McKell Building  
2-24 Rawson Place  
Sydney NSW 2000  
Fax No. (02) 9372 8974.

Name of Tenderer  
(in block letters): .....

A.B.N.  
(if applicable): .....

Address: .....  
.....

Telephone number: .....

Facsimile number: .....

e-mail address: .....

hereby tender(s) to perform the work for

**Broken Hill Emergency Exit Lighting & Smoke  
detection Upgrade**

(Contract No. 0900586 )

in accordance with the following documents:

TENDER DOCUMENT VOL. 1 SPECIFICATION

and Addenda Numbers: .....

For the lump sum of: .....

(\$.....) including GST.

\* Signed for the Tenderer by: \*.....Date:.....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

## 2 SCHEDULE OF PRICES - LUMP SUM

(SUBMIT WITH TENDER FORM)

Insert the amount allowed for each of the following items.

This Schedule is for information only and does not form part of the Contract. Its purpose is to assist in valuing completed work, but the Principal is not bound to use it.

All amounts must include an amount for GST.

Item No.	Description	Amount	Amount
1	Break-up of Lump Sum tendered:		
1.1	Design of System – Emergency Lighting and Smoke Detection		\$.....
1.2	Procurement of FIP		\$.....
1.3	Wiring and Detectors		\$.....
1.4	Procurement of Emergency and Exit Lighting		\$.....
1.5	Installation and wiring of E&E lighting.		\$.....
1.4	Testing and Commissioning		\$.....
1.5	O&M Documentation		\$.....
1.6	Site Preliminaries		\$.....
1.7	12 months maintenance and Annual Fire Safety Statement		\$.....
	<b><u>Optional</u></b>		
	Procurement of FIP / EWIS Combined.	\$.....	
	Wiring and installation of speakers	\$.....	
2.0	Rate Items		
	Normal Hours (all trades)	\$.....	
	After Hours (all trades)	\$.....	
<b>Total (Lump Sum tendered)</b>			<b>\$ .....</b>

**END OF SCHEDULE OF PRICES - LUMP SUM.**

\* Signed for the Tenderer by: \* ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

### 3 SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT

(SUBMIT WITH TENDER FORM)

Provide brief details of all imported materials and equipment to be supplied or incorporated into the Works, and country of manufacture or origin. Do not include goods manufactured in New Zealand.

The value of the imported content must be the estimated duty paid value inclusive of the value of any services (eg. overseas freight and insurance, software in computer tenders, consultancy or engineering fees) or any charges of overseas origin, together with customs clearing charges.

This is not a Schedule of Rates within the meaning of the Construction Contract Conditions. See also Preliminaries Clause - **Australian and New Zealand goods.**

Description	Country of Origin	Value A\$
.....	.....	\$ .....
.....	.....	\$ .....
.....	.....	\$ .....
.....	.....	\$ .....
.....	.....	\$ .....
.....	.....	\$ .....
.....	.....	\$ .....

\* Signed for the Tenderer by: \* ..... Date: .....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

#### 4 SCHEDULE OF ALTERNATIVES TO IMPORTED GOODS

(SUBMIT WITH TENDER FORM)

Provide brief details of materials and equipment of Australian and/or New Zealand manufacture as alternatives to imported materials and equipment as listed in the SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT, or give reasons why such alternatives cannot be provided.

The Principal may accept a tender specifying all or any of the items listed below, with an adjustment to the contract price based on the difference between the prices listed in this Schedule and the SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT.

Description of Australian and/or New Zealand manufactured Alternatives	Value A\$
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....

\* Signed for the Tenderer by: \* ..... Date: .....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

## 5 SCHEDULE OF NSW COUNTRY MANUFACTURED GOODS

(SUBMIT WITH TENDER FORM)

Complete the Schedule if you wish to seek preference under the NSW Country Industry Preference Scheme (CIPS.). The preference may be given only to a Tenderer who is a NSW manufacturer registered under the scheme.

State your CIPS. registration number. Give details of the materials and equipment to be supplied or incorporated into the Works, the place of manufacture, the percentage(s) applicable for preference purposes and the value added content at the Tenderer's works for the material or equipment manufactured by the Tenderer for incorporation in the Works.

This is not a Schedule of Rates within the meaning of the Construction Contract Conditions.

**C.I.P.S. Registration No.:** .....

Description	Place of Manufacture	% Applicable	Value Added Content \$
.....	.....	.....	\$ .....
.....	.....	.....	\$ .....
.....	.....	.....	\$ .....
.....	.....	.....	\$ .....
.....	.....	.....	\$ .....

\* Signed for the Tenderer by: \* ..... Date: .....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

## 6 SCHEDULE OF TECHNICAL DATA

(SUBMIT WHEN REQUESTED BY PRINCIPAL)

List all information required by this Schedule, and attach details of manufactures product data together with illustrations as are necessary to fully describe the Tenderer's offer.

Item	Tenderer's offer
Fire Panel Make / Model	
»EWIS Panel Make / Model	.....
»	.....
»	.....
»	.....
»	.....

\* Signed for the Tenderer by: \*.....Date:.....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

## 7 SCHEDULE OF QUALITY MANAGEMENT INFORMATION

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(SUBMIT WITH TENDER FORM)

Submit one of the following, to demonstrate the capacity to plan and manage the quality of work:

- evidence of current full certification of the Tenderer's Quality Management System to AS/NZS ISO 9001:2000 by a certifying body registered with the Joint Accreditation System - Australia and New Zealand (JAS-ANZ); **or**
- evidence that the Tenderer's Quality Management System complies with the NSW Government *Quality Management Systems Guidelines (QMS Guidelines)*; **or**
- a minimum of three (3) completed examples of Inspection and Test Plans used on recent past projects and complying with the requirements of the *QMS Guidelines*.

\* Signed for the Tenderer by: \* .....Date:.....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....



## 8 SCHEDULE OF OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT INFORMATION

(SUBMIT WITH TENDER FORM)

Provide documents and information indicated below in accordance with Conditions of Tendering clause – **Occupational health and safety management.**

Evidence of satisfactory OHS management

Nominate at least three contracts/projects completed within the last two years that demonstrate successful management of occupational health and safety by the Tenderer:

Client	Name & location of contract <i>Eg. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date

**WHEN REQUESTED**, submit the following additional information for each of three contracts/projects selected from the above list:

- a client referee report (which may be a NSW Government agency Contractor Performance Report) commenting on the Tenderer's performance in relation to occupational health and safety management, identifying the referee's name, position, organisation and telephone and email contact details; **and**
- a copy of a third party audit report, **or** internal audit report, **or** site safety inspection report, **or** site safety review report **or** other similar evidence.

Recent OHS prosecutions and fines

Provide:

- a statement confirming that the Tenderer is not in default of any fine issued for a breach of the OHS legislation; **AND**
- details of every OHS prosecution and fine imposed on the Tenderer in Australia during the last two years, together with a description of actions taken by the Tenderer in response to each prosecution and fine; **or**
- a statement that the Tenderer incurred no prosecutions or fines during the last two years.

Occupational Health and Safety Management Monthly Report

The Tenderer undertakes, if awarded the Contract, to provide Monthly OHS Management Reports as described in Preliminaries clause – **Occupational Health and Safety Management.**

\* Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

## 9 SCHEDULE OF ENVIRONMENTAL MANAGEMENT INFORMATION

(SUBMIT WITH TENDER FORM)

Provide the documents and information specified below in accordance with Conditions of Tendering clause - **Environmental management**.

### Recent prosecutions and fines

Submit:

- a statement confirming that the Tenderer is not in default of any fine issued for a breach of environmental legislation; **and**
- details of every prosecution and fine incurred by the Tenderer during the last two years under the *Protection of the Environment Operations Act 1997 (POEO Act)* or other Australian environmental legislation, together with a description of the actions taken by the Tenderer in response to each prosecution and fine; **or**
- a statement that the Tenderer incurred no prosecutions or fines under environmental legislation during the last two years.

### Evidence of satisfactory environmental management

Nominate at least three contracts/projects, for work of comparable nature to the Works and completed within the last two years, that demonstrate successful environmental management by the Tenderer:

Client	Name & location of contract <i>Eg. Concord Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date

- **WHEN REQUESTED**, submit a copy of an Environmental Management Plan implemented by the Tenderer for a contract/project, similar in type and value to this Contract, that was completed within the last two years

### Environmental management objectives and measures

- **WHEN REQUESTED**, submit details of:
  - environmental management objectives proposed for the work under the Contract;
  - key environmental management actions proposed for the work under the Contract; and
  - the persons who will be responsible for managing the actions proposed.

\* Signed for the Tenderer by: .....Date:.....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

## 10 SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

(SUBMIT WHEN REQUESTED BY PRINCIPAL OR FINANCIAL ASSESSOR)

Provide documents and information listed below in accordance with Clause Conditions of Tendering - **Financial assessment.**

1. Financial Statements for last three years for the entity under consideration, including:
  - i) Balance Sheets;
  - ii) Profit and Loss Statement;
  - iii) detailed Profit and Loss Statement;
  - iv) statement of Cash Flows;
  - v) notes to and Forming Part of the Accounts;
  - vi) an Accountant's Report; and
  - vii) where existing, Auditor's Reports.

Consolidated accounts of a parent organisation or group to which the entity belongs are not acceptable.
2. Where latest financial statement is more than 6 months old, the latest management report showing:
  - i) a trading statement;
  - ii) a profit and loss statement; and
  - iii) a trial balance.
3. Where the company is required to lodge audited financial statements with ASIC, copies of these statements for the last three years.
4. Where any financial statement supplied is not audited, copies of the entity's tax returns for last three years.
5. A letter from the Tenderer's banker providing details of overdraft and guarantee facilities including:
  - i) Bank, Branch, and Account Names,
  - ii) type and limit of bank overdraft facility,
  - iii) type and limit of bank guarantee facility,
  - iv) current bank overdraft balance,
  - v) number and amount of bank guarantees outstanding; and
  - vi) details of other bank funding facilities available to the Tenderer, such as term loans, lines of credit, commercial bills and other debt instruments.
6. Current and projected cash flows for all work on hand.
7. Forecast budget for forthcoming financial year including Revenue and Profit and Loss.
8. Names and contact numbers of:
  - i) major suppliers; and
  - ii) major subcontractors.
9. Details relating to the Tenderer's history and Directors Profiles.

\* Signed for the Tenderer by: \* .....Date:.....

Name (in block letters): ..... (Authorised Officer)

In the Office Bearer capacity of: .....

**11      UNDERTAKING TO COMPLY WITH THE NSW GOVERNMENT  
CODE OF PRACTICE FOR PROCUREMENT .**

---

(SUBMIT WHEN REQUESTED)

The Tenderer, if awarded the Contract, will comply with the NSW Government *Code of Practice for Procurement*.

\* Signed for the Tenderer by:      \* .....Date:.....  
Name (in block letters):      ..... (Authorised Officer)  
In the Office Bearer capacity of:      .....

## *TENDER SCHEDULES*

### **Deliverables**

Tenders are to submit with tender form.

### **Program of Works.**

Item	Description	Lead Time in working days
1	Design of works package.	
2	Procurement of materials	
3	Installation of works	
4	Commissioning and testing	
5	O&M Manuals.	

### **Experience with Design and Construct.**

Tenderers are to submit three contracts where the tenderer completed successfully Design and Construct of new Fire Services.

Item	Client	Description	Days to completion
1			
2			
3			

\* Signed for the Tenderer by:      \* .....Date:.....

Name (in block letters):      ..... (Authorised Officer)

In the Office Bearer capacity of:      .....

Contract Number:0900586      Broken Hill GOB Emergency Lighting and Smoke Detection Upgrade      Revision Date: 31/03/09

\* Not required for softcopy response

Page T-13

**END OF SECTION –TENDER SCHEDULES**



## **SPECIFICATION**



## NOTE

Replace this page with a blank sheet (to enable double sided photocopying).

# 1 GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

*THERE ARE 24 PAGES IN THIS SECTION*

## GENERAL CONDITIONS OF CONTRACT - MINOR WORKS

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### 1 DEFINITIONS

- 1.1** The Principal is as stated in the Annexure.
- 1.2** The Principal's Representative is as stated in the Annexure and is the person appointed by the Principal to act with its full authority in all matters relating to the Contract.
- 1.3** The Principal's Agent is as stated in the Annexure.
- 1.4** The Works means the whole of the work to be carried out and materials and services to be provided under the Contract.
- 1.5** The Contract Sum means:
- (a) where the Principal accepted a lump sum, the lump sum;
  - (b) where the Principal accepted rates, the amount calculated by firstly multiplying the rates by their respective quantities in the schedule of rates and then adding those products;
- but excluding any additions or deductions which are made under the Contract.
- 1.6** day means calendar day.
- 1.7** Site means the lands and other places made available to the Contractor by the Principal for the purpose of the Contract.
- 1.8** Text within the following format denotes a definition:



### 2 CONTRACT

**2.1** The written agreement between the Principal and the Contractor for the performance of the Works, including all documents and parts of documents to which reference may properly be made to determine the rights and obligations of the parties (the Contract Documents) shall evidence the Contract.

**2.2** The Contract Documents shall be taken as mutually explanatory and anything contained in one but not in another shall be treated as if contained in all.

**2.3** If the Contractor finds any discrepancy, error or ambiguity in or between the Contract Documents, the Contractor is to inform the Principal's Representative before starting such work and follow the directions given by the Principal's Representative.

## 3

**DESIGN AND  
CONSTRUCTION**

**3.1** The Contractor is to supply all materials and construct the Works in accordance with the Principal's design and any further development of the design allowed under the Contract. Minor items not included in the Principal's design which are needed for the satisfactory completion of the Works are to be provided by the Contractor.

**3.2** If the Contractor is to undertake design as part of the Works, the Contractor is to develop the Principal's design and submit the completed design comprising drawings, specifications, calculations and any statutory certificates required to the Principal's Representative within the period stated in the Annexure.

**3.3** The Contractor is not to depart from the Principal's design, unless directed by the Principal's Representative.

**3.4** The Contractor's completed design is to comply with the Contract and be fit for the intended purpose of the Works which can be reasonably inferred from the Contract Documents.

**3.5** The Principal is not bound to check the completed design for errors, omissions or compliance with the requirements of the Contract. The Principal is not liable to the Contractor for any claim whatsoever due to the Principal not detecting or notifying the Contractor of any errors, omissions or non-compliance with the requirements of the Contract in the completed design.

**3.6** Responsibility for the completed design and its satisfaction of the Contract requirements remains solely with the Contractor and the Principal is relying on the Contractor's knowledge, skill and judgment to carry out this responsibility.

**3.7** The Contractor is to grant to the Principal an irrevocable licence to use the Contractor's design for the Works. Such licence is also to include any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts) or additions or alterations to the Works.

**4. CARE OF THE WORKS AND OTHER PROPERTY**

**4.1** From and including the date the Site is made available to the Contractor to the date of Completion of the Works, the Contractor is responsible for the care of the Works, constructional plant and things entrusted to the Contractor by the Principal for the purpose of the Works.

The Contractor is to make good at the Contractor's expense any damage which occurs to the Works while responsible for their care.

The Contractor is also liable for damage caused by the Contractor during the Defects Liability Period.

**4.2** The Contractor is to indemnify and keep the Principal indemnified against any loss or damage to the property of the Principal (including existing property in, about or adjacent to the Works) and against any legal liability for injury, death or damage to property of others arising from the performance of the Works.

**4.3** Nothing in Clause 4 relieves the Principal from liability for the Principal's own default and defaults of others for whom the Principal is liable.

**5. INSURANCE**

**5.1** On acceptance of the tender, the Contractor is to hold or take out an insurance policy covering Workers Compensation in the State of NSW and shall also ensure that every subcontractor, who is not taken to be a worker employed by the Contractor in accordance with the *Workplace Injury Management and Workers Compensation 1998* (NSW) Schedule 1, must hold or take out insurance covering Workers Compensation.

If insurance of the Works and public liability is to be arranged by:  
the Principal, go to **5.2**  
the Contractor, go to **5.3**

**5.2** If insurance of the Works and public liability is to be arranged by the Principal (see the Annexure) the Principal must effect insurance of the Works and public liability.

The Principal must make a copy of the policy for insurance of the Works and public liability available to the Contractor.

Go to **5.4**

**5.3** If insurance of the Works and public liability is to be arranged by the Contractor, (see the Annexure) then, before commencing work on the Site, the Contractor is to hold or take out policies of insurance covering the Contractor, Principal and subcontractors for:

- (a) public liability to an amount of not less than \$5,000,000 for any single occurrence; and
- (b) loss or damage to the Works, any temporary works and all materials, constructional plant and other things that are brought onto the Site by or on behalf of the Contractor or are entrusted to the Contractor by the Principal. The amount insured is not to be less than the Contract Sum.

The Principal is to be named as an insured in the policies.

The policies must include cross liability and waiver of subrogation clauses under which the insurer, in respect of liability, agrees that the term 'insured' applies to each of the persons covered as if a separate insurance policy had been issued to each of them and generally agrees to waive all rights of subrogation or action against any of the persons covered.

Go to **5.4**

**5.4** If the Works include work described in (a) or (b) below, the Contractor is to take out the following additional insurance policies before starting such work:

- (a) For the use of water-borne craft in excess of 8 metres in length: marine liability insurance;
- (b) For design of the Works undertaken by the Contractor: professional indemnity insurance.

The policy under (a) is to be in the name of the Contractor with the Principal as an additional name insured and is to cover the Contractor, the Principal, and all subcontractors employed from time to time in relation to the Works for their respective rights and interests and cover their liabilities to third parties. The policy is to be for an amount not less than \$5,000,000 for any one occurrence and shall include cross-liability and waiver of subrogation clauses under which the insurer, in respect of liability, agrees that the term 'insured' applies to each of the persons covered as if a separate insurance policy had been issued to each of them and generally agrees to waive all rights of subrogation or action against any of the persons covered.

The policy under (b) is to cover the Contractor for liability to the Principal for a minimum amount of \$500,000 or 20% of the Contract Sum, whichever is greater, to a maximum of \$5,000,000 for loss (whether economic loss only or other loss) in a single occurrence arising from errors or omissions in design of the Works carried out by the Contractor or any subcontractor.

Go to **5.5**



**5.5** The required policies are to be with insurers and in terms approved by the Principal's Representative. Approvals will not be withheld unreasonably.



**5.6** The Contractor is responsible for making and managing claims and meeting the costs of any deductibles.



**5.7** The Contractor is to maintain all required insurance policies until the end of the Defects Liability Period, or Completion if there is no Defects Liability Period.



**5.8** If, when required in writing by the Principal to do so, the Contractor fails to produce evidence of having paid insurance premiums and other compliance with insurance obligations under General Conditions of Contract Clause 5, to the satisfaction of the Principal, the Principal may effect or maintain the insurance and pay any premiums. The Contractor is to pay the Principal the amount of any premiums paid by the Principal plus an amount of \$250 to cover the Principal's costs.

## 6. SITE AND POSSESSION

**6.1** The Principal is to give the Contractor possession of the Site by the time stated in the Annexure.



**6.2** The Principal is to give the Contractor sufficient possession to allow the Contractor to perform the Works but is not required to give the Contractor sole or uninterrupted possession of or access to the Site.



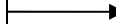
**6.3** The Contractor is to begin work on the Site as soon as practicable after being given possession of the Site by the Principal.



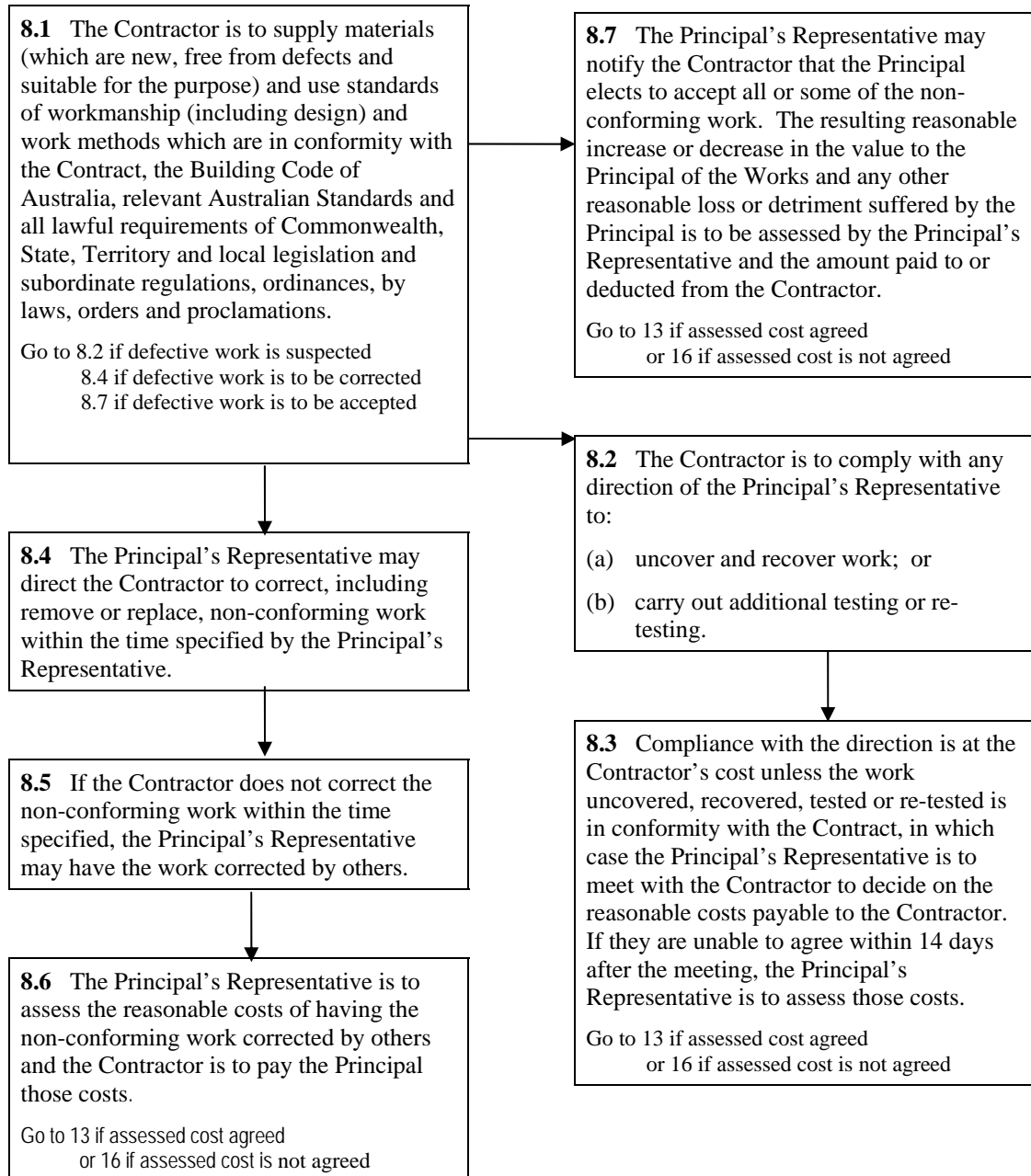
**6.4** The Contractor is to give the Principal's Representative, agents and contractors reasonable access to the Site for any purpose.

## 7. SITE CONDITIONS

**7.1** If the Contractor discovers that the conditions on, about or below the Site differ from what ought to have reasonably been anticipated at Tender time the Contractor is to inform the Principal's Representative immediately and, where possible, before the conditions are disturbed.



**7.2** The Contractor is not entitled to any extra payment for the different Site conditions. If the different conditions are such that the Principal's Representative directs the Contractor to carry out a variation, the procedure in Clause 9 is then to be followed.

**8. NON-CONFORMING WORK**



**9. VARIATIONS**

**9.1** The Principal's Representative may direct the Contractor to carry out a variation and the Contractor is to carry out the direction.

**9.3** A variation is any change to the character, form, quality and extent of the Works directed in writing by the Principal's Representative. A variation shall not invalidate the Contract.

**9.2** The Principal's Representative and Contractor are to meet to agree on the reasonable amount payable to or deducted from the Contractor for the variation. If they do not agree within 14 days after the meeting, the Principal's Representative is to assess that amount.

Go to 13 if assessed amount agreed  
or 16 if assessed amount is not agreed

**10. SUSPENSION**

**10.1** The Principal's Representative may direct the Contractor to suspend all or part of the Works and the Contractor is to carry out the direction.

**10.2** If the direction to suspend the work is due to any act or omission of the Principal, the Principal's Representative and Contractor are to meet to agree on the reasonable extra costs payable to the Contractor which resulted from the suspension. If they do not agree within 14 days after the meeting, the Principal's Representative is to assess those extra costs.

Go to 13 if assessed cost agreed  
or 16 if assessed cost is not agreed

**10.3** The Contractor is to recommence the Works as soon as practicable after being directed to do so by the Principal's Representative.

**11. COMPLETION OF THE WORKS**

**11.1** The Contractor is to Complete the Works within the period stated in the Annexure which starts on the date of being given possession of the Site.

**11.2** The Contractor is to inform the Principal's Representative when, in the Contractor's opinion the Works have reached Completion.

**11.4** The Works have reached Completion and are Complete when the Works are capable of use for their intended purpose, and should be free from any omissions or defects, and the Contractor has made good the Site and its surroundings.

**11.3** The Principal's Representative is to:

- (a) determine if the Works have reached Completion, and if so, the date of Completion; and
- (b) give the Contractor written notice of the determination.

**12. DELAY IN COMPLETION**

**12.1** If the Contractor is delayed in reaching Completion then the Contractor is to notify the Principal's Representative within 14 days after the commencement of the delay and to meet with the Principal's Representative to determine the cause of delay. Where such a delay is caused by:

- (a) a direction given by the Principal's Representative except under:
  - Clause 8; or
  - Clause 10 where the event giving rise to the direction was not beyond the control of the Contractor; or
- (b) a breach of the Contract by the Principal; or
- (c) any event beyond the control of the Contractor,

the period for Completion is to be extended.

**12.2** If the Principal's Representative and the Contractor do not agree on an extension to the period for Completion within 14 days of the meeting to determine the cause of delay, the Principal's Representative is to assess a reasonable extension of time. The Principal's Representative may for any reason and at any time extend the period for Completion.

Go to 16 if assessed extension of time is not agreed.

**12.3** If the Contractor does not Complete the Works by the last day of the period for Completion then the Contractor is to pay to the Principal liquidated damages from, but excluding that date, to and including the date the Works are Complete at the rate stated in the Annexure.

**13. PAYMENT AND RETENTION****13.1** *If the Contract has substantial Demolition and the 'Amount of Security' in the Annexure is >\$0:*

Before commencing any work on the Site, the Contractor is to provide security in the amount stated in the Annexure and in the form as detailed in Schedule - Unconditional Undertaking.

**13.2** *If the Contract requires the Contractor to pay the Contract Sum to the Principal:*

Before commencing any work on the Site, the Contractor is to pay the Principal the Contract Sum.

**13.3** *If the Contract requires the Principal to pay the Contract Sum to the Contractor:*

The Contractor is to give the Principal's Representative a written claim for payment when a Milestone stated in the Annexure is reached. The claim is to identify the Milestone, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and, when additions are claimed, the legal and factual basis of the claim. Additions are extra costs or other amounts to which the Contractor is entitled under or in connection with the subject matter of the Contract.

When a Milestone is reached the amount which the Contractor is entitled to claim, and be paid, is the sum of:

- for work for which the Principal accepted rates, an amount calculated by applying the rates to the quantities of work carried out to that date;
- for work for which the Principal accepted a lump sum, the percentage stated in the Annexure for the Milestone;
- for any additions for which the Principal has approved an amount in writing or for which an amount has been finally determined by an Expert under Clause 16, the amount approved or determined;

less payments previously made (including under Clause 16), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under or in connection with the subject matter of the Contract, including but not limited to retention moneys, liquidated damages and other damages whether liquidated or unliquidated.

With each claim for payment, and at any other time as requested by the Principal's Representative, the Contractor is to give the Principal's Representative a completed statutory declaration, as detailed in Schedule - Statutory Declaration.

Within 10 business days after receipt of the Contractor's payment claim, the Principal is to provide to the Contractor a payment schedule identifying the progress claim to which it relates and stating the payment, if any, which the Principal will be making. If the payment is to be less than the amount claimed by the Contractor the payment schedule is to indicate why it is less. For the purposes of this clause a business day is any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.

**13.3 (Continued)**

Payment is to be made:

- within 20 business days after receipt of the Contractor's written payment claim; or
- within 5 business days after the statutory declaration is received; or
- by the specified time after any action required prior to payment has been carried out,

whichever is the latest. If the Contractor breaches the requirement to submit a completed statutory declaration the Principal is not obliged to make any payment to the Contractor while the breach continues.

Any claim by the Contractor on the Principal is to be made within 28 days after the date of the Principal's Representative's written notice of Completion under Clause 11.3. All claims whatsoever by the Contractor against the Principal made after that time are barred. However, if the contract includes a Defects Liability Period, and the Contractor has a claim against the Principal under Clause 14.4 or because of an event which occurred during the Defects Liability Period, the Contractor may make that claim up to 28 days after the end of the Defects Liability Period. If the claim is made after that time it is barred.

Unless stated otherwise, all payments by the Principal to the Contractor are to be made by Electronic Funds Transfer to a bank, building society or credit union account nominated by the Contractor. No payment is due to the Contractor until details of the nominated account (name of financial institution, account name and account number) are notified in writing to the Principal's Representative. The Contractor is to promptly notify the Principal's Representative in writing of any changes to the nominated account and the Principal is not responsible for any payments made into a previously nominated account before notification of such change is received by the Principal's Representative.

Payment is not evidence of the value of work or an admission of liability or that the work is satisfactory but is a payment on account only.

**13.4** *When the Works are Complete and the Contract requires Security:*

When the Contractor has provided an Unconditional Undertaking for Security (Annexure 13.1) the Principal is to return the Unconditional Undertaking, less any amounts the Contractor is to pay the Principal, within 14 days of Completion.

**13.5** *When the Works are Complete and the Contract has a Defects Liability Period:*

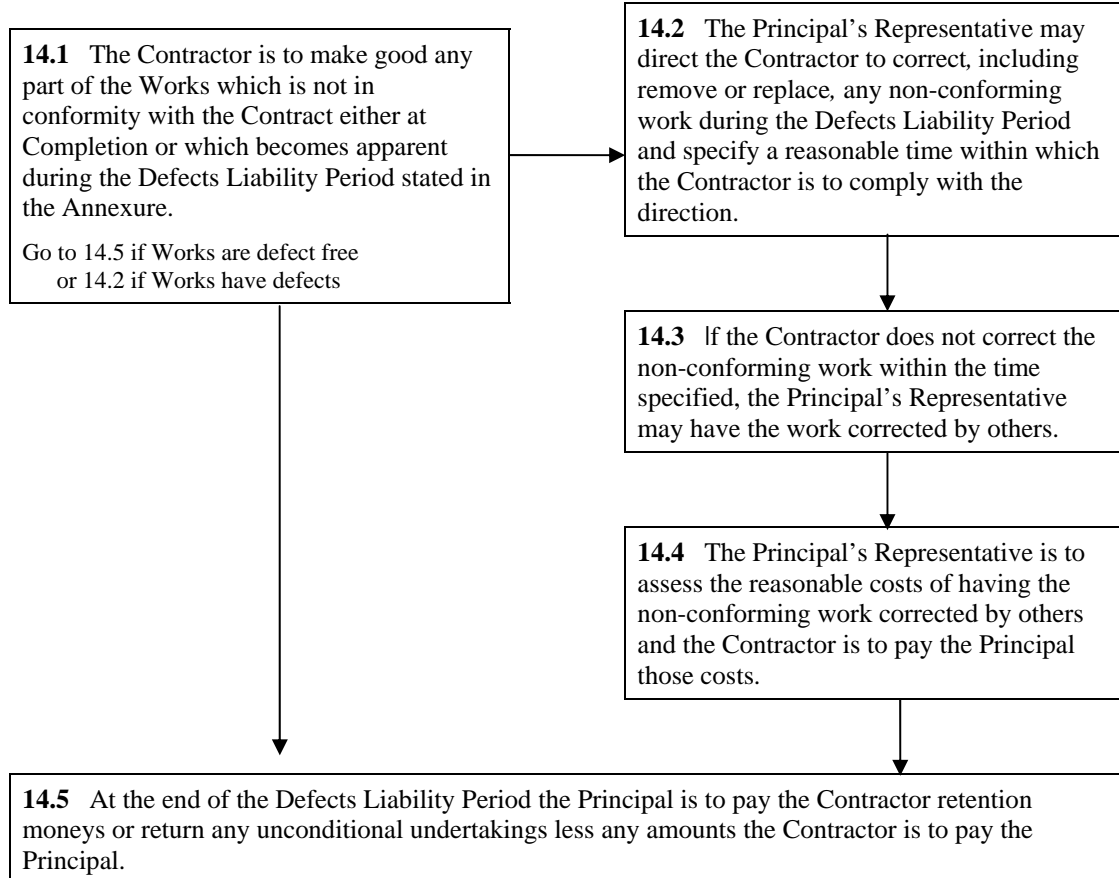
An amount of 2.5% of the Contract Sum is to be retained by the Principal against the due and proper performance of the Contract, except when there is no Defects Liability Period.

The Contractor may, instead of the retention, provide security in the amount of the retention in the form as detailed in Schedule – Unconditional Undertaking.

**13.6** *If an Unconditional Undertaking is required:*

All Undertakings must be provided by a financial institution acceptable to the Principal.

#### 14. DEFECTS LIABILITY PERIOD



**15. DEFAULT AND INSOLVENCY**

**15.1** Without prejudice to any other rights which the Principal has, if the Contractor commits a substantial breach of the Contract, including:

- (a) failing to carry out a direction of the Principal's Representative within the time specified or if no time is specified, within a reasonable time;
- (b) not progressing Works at a reasonable rate,

the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.

**15.3** If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:

Go to 15.5 for Termination option  
or 15.4 for Takeover option

**15.5** The Principal, may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract.

**15.7** If the calculation results in a shortfall to the Principal, the Contractor is to pay the amount of the shortfall to the Principal within seven days of a written demand for payment.

**15.2** If the Contractor is wound up or declared insolvent then:

**15.4**

- (a) The Principal may immediately take over the uncompleted Works by notice in writing; and
- (b) suspend payments due or which would become due under Clause 13; and
- (c) have the Works Completed by others.

**15.6** The Principal's Representative is to calculate the difference between:

- (a) the costs of having the Works Completed by others; and
- (b) the amount of suspended payments and retention moneys held by the Principal.

Go to 15.7 Contractor to pay  
or 15.8 Principal to pay

**15.8** If the calculation results in an excess to the Principal, the Principal is to pay the amount of the excess to the Contractor.

**16. DISPUTES**

**16.1** If either party is dissatisfied with an act or omission of the other party in connection with the Contract, including assessment of a claim, failure to agree, or an instruction, that party is to notify the Principal's Agent and the other party in writing of a dispute within 14 days of the act or omission. The notifying party is to provide particulars, including the factual and legal basis of any claimed entitlement.

If a party gives notice of a dispute but not within the time provided by this Clause 16.1, then it is not entitled to interest for the period before the party gave notice.

**16.2** Within 7 days of the giving of the notice, the Contractor and Principal's Agent are to meet to attempt to resolve the dispute.

**16.3** If the dispute is not resolved within 14 days after the notice providing particulars of the dispute, the parties are to appoint an independent Expert.

If the parties fail to agree upon an Expert, either may request the Chief Executive Officer of the Australian Commercial Disputes Centre Ltd Sydney to nominate an Expert. If there is no Chief Executive Officer or the Chief Executive Officer fails to make a nomination within a reasonable time, the Principal is to nominate an Expert.

**16.4** The person nominating the Expert is not to nominate:

- an employee of the Principal or Contractor,
- a person who has been connected with the Contract, or
- a person upon whose appointment the Principal and the Contractor have previously failed to agree.

**16.5** When the person to be the Expert has been agreed on or nominated, the Principal, on behalf of both parties is to appoint the expert in writing, with a copy to the Contractor, setting out:

- the dispute being referred to the Expert for a decision,
- the Expert's fees,
- the procedures detailed in this Clause 16, and
- any other matters which are relevant to the engagement.

**16.6** The Principal and the Contractor are to share equally the Expert's fees and out-of-pocket expenses, including security deposit if required. Each party is to otherwise bear their own costs and share equally any other costs of the process.

**16.7** Each party is to make written submissions to the Expert and provide a copy to the other party as follows:

- (a) Within 7 days after the appointment of the Expert, the notifying party is to submit details of the claimed act or omission.
- (b) Within 14 days after receiving a copy of that submission, the other party is to submit a written response. That response can include cross-claims.

**16.8** The Expert is to decide whether the claimed event, act or omission did occur and, if so:

- when it occurred,
- what term of the Contract or other obligation in law, if any, requires the other party to pay the claimant money in respect of it, and
- the merits in law of any defence or cross-claim raised by the other party.

The Expert then decides the amount, if any, which one party is legally bound to pay the other on account of the event, act or omission.

The Expert is also to decide any other questions required by the parties, as set out in the dispute referred to the Expert at Clause 16.5.

**16.9** In making the decision, the Expert acts as an expert and not as an arbitrator and is:

- (a) not liable for acts, omissions or negligence;
- (b) to make the decision on the basis of the written submissions from the parties and without formalities such as a hearing;
- (c) required within 35 days of appointment to give the decision in writing, with brief reasons, to each party; and
- (d) bound by the rules of natural justice.

**16.10** If the Expert decides that one party is to pay the other an amount exceeding \$250,000 (calculating the amount without including interest on it), and within 14 days of receiving the decision of the Expert, either party gives notice in writing to the other that the party is dissatisfied, the decision is of no effect and either party may then commence litigation.

**16.11** Unless a party has a right to commence litigation under Clause 16.10:

- (a) The parties are to treat each determination of the Expert as final and binding and give effect to it.
- (b) If the Expert decides that one party owes the other party money, that party is to pay the money within 14 days of the receiving the decision of the Expert.



## 17. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE

**17.1** The Principal may terminate the Contract by giving notice with effect from the date stated in the notice, for its convenience and without the need to give reasons. The Contractor must leave the Site by the date stated in the termination notice and remove all plant, equipment and amenities it has brought onto the Site for the construction of the Works.

If the Contract is terminated for the Principal's convenience, the Principal must pay the Contractor:

- the value of all work carried out (as determined in clause 13) up to the date of the termination notice takes effect; plus
- 2% of the difference between the Contract Sum, adjusted by any amounts agreed or assessed under clause 9.2 or finally determined under clause 16, and the total of all amounts paid and payable to the contractor for payment claims.

The payments referred to in this Clause are full compensation under this Clause, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.

The Contractor must, wherever possible, include in all subcontracts and supply agreements an equivalent provision to this Clause.

**SCHEDULE 1**

**APPROVED FORM OF UNCONDITIONAL UNDERTAKING**

*[To be submitted on a Financial Institution's letterhead and show, at a minimum, the Financial Institution's name and address]*

At the request of ..... ('the Contractor')  
and in consideration of ..... ('the Principal')  
accepting this undertaking in respect of the contract for  
..... ('the Contract'),  
..... ('the Financial Institution')  
unconditionally undertakes to pay on demand any sum or sums which may from time to time be  
demanded by the Principal to a maximum aggregate sum of  
.....(\$.....)('the Sum').

*The undertaking is to continue until notification has been received from the Principal that the Sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the Sum or such part as the Principal may require. The Principal must not assign the unconditional undertaking without the prior **written** agreement of the Financial Institution, which must not be unreasonably withheld.*

*Should the Financial Institution be notified in writing, purporting to be signed by or for and on behalf of the Principal that the Principal requires payment to be made of the whole or any part or parts of the Sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Principal forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.*

*Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the Sum less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder shall immediately cease.*

DATED at ..... this ..... day  
of ..... 20 .....

.....

[Signature]

.....

[Print name of person signing the Undertaking]

.....

[Position / Title]

**SCHEDULE 2****Statutory Declaration***Oaths Act 1900  
(NSW)***Definitions**

*The Principal is* .....

*The Contractor is* .....

ACN/ABN.....

*The Contract is* Contract No. ....

Contract Title.....

dated .....(Date of Contract) between the party identified as the Principal and the party identified as the Contractor.

**Declaration**

*Full name* **I,** .....

*Address* of .....

do hereby solemnly declare and affirm that:

*Insert position title of the Declarant* **1** I am the representative of the Contractor in the Office Bearer capacity of .....

**2** I am in a position to make this statutory declaration about the facts attested to.

**REMUNERATION OF CONTRACTOR'S EMPLOYEES ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT**

- 3** All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.
- Relevant employees are those engaged in carrying out the work done in connection with the Contract.

Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127(6) of the *Industrial Relations Act 1996* (NSW)].

**REMUNERATION OF THE EMPLOYEES OF SUBCONTRACTORS ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT**

- 4** The Contractor *is/is not* a principal contractor for the work done in connection with the Contract, as defined in section 127 of the *Industrial Relations Act 1996* (NSW).
- 5** Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal contractor under section 127(2) of the *Industrial Relations Act 1996* (NSW) by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.
- 6** I am aware that the *Industrial Relations Act 1996* (NSW) requires any written statement provided by subcontractors must be retained for at least 6 years after it was given and declare that the Contractor has accordingly made arrangements for

Delete the words  
*in italics* that are  
not applicable.

## 1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

the secure retention of the written statements.

### **WORKERS COMPENSATION INSURANCE OF THE CONTRACTOR'S WORKERS**

- 7 All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the work done in connection with the Contract have been paid. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.

### **WORKERS COMPENSATION INSURANCE FOR WORKERS OF SUBCONTRACTORS**

- 8 The Contractor *is / is not* a principal contractor for work done in connection with the Contract, as defined in section 175B of the *Workers Compensation Act 1987* (NSW).
- 9 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 175B of the *Workers Compensation Act 1987* (NSW) in the capacity of principal contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each subcontractor in respect of that work done to the date of this statutory declaration have been paid, accompanied by a copy of any relevant certificate of currency in respect of that insurance.
- 10 I am aware that the *Workers Compensation Act 1987* (NSW) requires any written statement provided by subcontractors and any related certificate of currency must be retained for at least 7 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Delete the words *in italics* that are not applicable.

### **EMPLOYER UNDER THE PAYROLL TAX ACT**

- 11 The Contractor *is registered as / is not required to be registered as* an employer under the *Payroll Tax Act 2007* (NSW).
- 12 All payroll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid.
- 13 The Contractor *is / is not* a principal contractor for work done in connection with the Contract, as defined in section 17 of Schedule 2 to the *Payroll Tax Act 2007* (NSW).
- 14 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 18 of Schedule 2 to the *Payroll Tax Act 2007* (NSW) in the capacity of principal contractor in connection with that work to the intent that all payroll tax payable by each subcontractor in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory declaration has been paid.
- 15 I am aware that the *Payroll Tax Act 2007* (NSW) requires any written statement provided by subcontractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Delete the words *in italics* that are not applicable.

Delete the words *in italics* that are not applicable.

### **PAYMENTS TO SUBCONTRACTORS**

- 16 The Contractor has paid every subcontractor, supplier and consultant all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the Contract.
- 17 The provisions of clause "SECURITY OF PAYMENT", if included in the Contract, have been complied with by the Contractor.
- 18 The Contractor has been informed by each subcontractor and consultant to the Contractor (except for subcontracts and agreements not exceeding \$25,000 at their commencement) by written statement in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):
- .1 that their subcontracts with their subcontractors, consultants and suppliers comply with the requirements of clause "SECURITY OF PAYMENT", if included

## 1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

in the Contract, as they apply to them; and

.2 that all of their employees, subcontractors, consultants and suppliers, as at the date of the making of such a statement have been paid all remuneration and benefits due and payable to them by, and had accrued to their account all benefits to which they are entitled from, the subcontractor or consultant of the Contractor or from any other of their subcontractors or consultants (except for their subcontracts and agreements not exceeding \$25,000 at their commencement) in respect of any work for or in connection with the Contract.

19 I am not aware of anything to the contrary of any statutory declaration referred to in paragraph 18 of this declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.

20 And I make this solemn declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Declarant .....

declared at

Place .....

Date on.....

before me

Signature of legally authorised person\* before whom the declaration is made .....

Name and title of person\* before whom the declaration is made .....

### Notes:

#### 1. In this declaration:

- (a) the words “principal contractor”, “employee”, “employees” and “relevant employees” have the meanings applicable under the relevant Acts;
- (b) the word “subcontractor” in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
- (c) otherwise the words “Contractor”, “subcontractor”, “supplier” and “consultant” have the meanings given in or applicable under the Contract.

#### 2. \* The declaration must be made before one of the following persons:

##### (a) where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
- (iii) a notary public; or
- (iv) another prescribed person legally authorised to administer an oath under the *Oaths Act 1900* (NSW);

or

##### (b) where the declaration is sworn in a place outside the State of New South Wales:

*1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE*

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- (i) a notary public; or
- (ii) any person having authority to administer an oath in that place.

## **ANNEXURE TO GENERAL CONDITIONS OF CONTRACT - MINOR WORKS**

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### **Clause**

#### **1.1**

The Principal is the CEO of the State Property Authority

### **Notices and Submissions to the Principal**

Notices and Submissions to the Principal must go to the Principal's Representative.

#### **1.2**

The Principal's Representative is : Five D Holdings Pty Ltd

and is located at: Level 11, 201 Kent Street, Sydney NSW 2000

If no name is stated the Principal is to name the person in writing within 7 days after accepting the tender. The Principal may at any time change the person for any reason whatsoever by giving written notice.

#### **1.3**

The Principal's Agent is : Five D Holdings Pty Ltd

and is located at: Level 11, 201 Kent Street, Sydney NSW 2000.

If no name is stated the Principal is to name the person in writing within 2 days of the Contractor giving written notice of a dispute under Clause 16. The Principal may at any time change the person for any reason whatsoever by giving written notice.

#### **3.2**

The period to submit the completed design is: 10 working days before its use for construction.

If no period is stated it is 7 days before its use for construction.

#### **5.3**

The Contractor must arrange insurance of the Works and public liability and professional indemnity

#### **6.1**

The time to give possession of Site is: 7 days after the Principal accepted the tender.

If no time is stated it is 7 days after the Principal accepted the tender.

**11.1**

The period for Completion is:

2 calendar weeks for design

6 calendar weeks for construction and completion. Tenders are to submit a Project Plan and timeline on submission.

If no period is stated a reasonable period is to apply.

**12.3**

The rate per day of liquidated damages is: \$ 150.00 .

If no rate is stated common law damages are to apply.

**13.1**

The amount of Security is: 5% of the contract sum,

To be released at practical completion of the construction work,

If no amount is stated then no Security applies.

**13.3**

The Milestones and Percentages are as below:

Milestone	Percentage
Design Acceptance	15%
Construction	60%
Testing and Certification	15%
Practical Completion	10%

If no Milestones and Percentages are stated the Milestone is Completion of the Works and Percentage is 100%.

**14.1**

The Defects Liability Period, which commences at Completion of the Works is: 12 months

If no Period is stated then no Defects Liability Period applies.

**END OF SECTION – GENERAL CONDITIONS OF CONTRACT AND ANNEXURE**





## 2 PRELIMINARIES

### 1 ADMINISTRATION AND CONTRACTING

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#### 1.1 ELECTRONIC COMMUNICATIONS

The parties agree and consent that notices and communications may be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

#### 1.2 USE OF QUALIFIED TRADEPERSONS

Use qualified tradepersons when completing the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

#### 1.3 LONG SERVICE LEVY

Before commencing the works, the Contractor must:

- pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
- produce to the Principal the document evidencing payment of the levy.

Additional information and the Levy Payment Form are available on the Internet at:

[www.lspc.nsw.gov.au](http://www.lspc.nsw.gov.au)

#### 1.4 COLLUSIVE ARRANGEMENTS

The Contractor must comply with the NSW Government *Code of Practice for Procurement*, which is available on the Internet at:

[www.treasury.nsw.gov.au/procurement/cfp\\_ig](http://www.treasury.nsw.gov.au/procurement/cfp_ig)

#### 1.5 CONTRACTOR PERFORMANCE REPORTING

During the course of the Contract, the Contractor's performance may be monitored and assessed in accordance with the *Performance management system guidelines* which are available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/system/index\\_performance\\_management.doc](http://www.managingprocurement.commerce.nsw.gov.au/system/index_performance_management.doc)

#### 1.6 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor and its performance available to other NSW government agencies and local government authorities, which may take such information into account in considering whether to offer the Contractor future opportunities for work.

The Principal regards the provision of information about the Contractor to any NSW government agency or local government authority as privileged under the *Defamation Act 2005*. The Contractor agrees that it will have no entitlement to make any claim against the Principal in respect of any matter arising out of the provision or receipt of such information.

### 1.7 NATSPEC SUBSCRIPTION

If any of the Contractor's Documents are based on NATSPEC, then the Contractor must provide to the Principal proof of the Contractor's current NATSPEC subscription.

### 1.8 GOODS AND SERVICES TAX

All prices, rates and other amounts referred to under the Contract must include GST if it is payable.

The Principal will issue payment schedules in the form of Recipient Created Tax Invoices. The Contractor must not issue Tax Invoices in respect of the Contract.

The Principal will issue Adjustment Notes in respect of adjustment events known to the Principal. The Contractor must notify the Principal of details of any adjustment event not known to the Principal.

Each party warrants it is registered for GST at the time of entering into the Contract, and must notify the other party if it ceases to be registered for GST or to satisfy any requirements for the issue of Recipient Created Tax Invoices.

### 1.9 PASSING OF PROPERTY AND RISK

Unless otherwise provided, items supplied by the Contractor become the property of the Principal when unloaded as required in the Contract. Such items remain at the risk of the Contractor until property therein passes to the Principal.

### 1.10 APPLICATION OF SCHEDULE OF RATES

Item 1 is payable by instalments. Such instalments shall be included in payments due to the Contractor whenever payment becomes due in respect of Item 2 of the Schedule of Rates and Lump Sum Items. Each instalment shall be the same proportion of Item 1 as the amount payable under Item 2 is of the total of Item 2. The total amount payable under Item 1 shall not exceed the amount stated in the SCHEDULE OF RATES AND LUMP SUM ITEMS

### 1.11 PAYMENT CLAIMS FOR LUMP SUM ITEMS

A claim for payment of any proportion of a lump sum, including any lump sum in a *Schedule of Rates* or *Schedule of Prices*, must be expressed as a percentage.

### 1.12 AUSTRALIAN AND NEW ZEALAND GOODS

Do not supply or incorporate into the Works any items imported into Australia except:

- items manufactured in New Zealand;
- items included in Tender Schedules - **Schedule of Imported Materials and Equipment** lodged with the Tender and accepted by the Principal;
- a single item with an imported content valued at less than 2% of the Contract Sum or \$20,000, whichever is the lesser. If an item is one of a group of similar items, the group shall be considered as one single item.

The Principal will not pay for imported goods supplied or incorporated into the Works in breach of the provisions of this clause.

## 1.13 QUALITY MANAGEMENT REQUIREMENTS

### Design Plan

Prior to commencing design work, prepare and implement a Design Plan complying with the NSW Government *Quality Management Systems Guidelines (QMS Guidelines)*, covering each phase of design and addressing the key activities.

The *QMS Guidelines* are available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/system/index\\_procurement\\_guideline\\_documents.doc](http://www.managingprocurement.commerce.nsw.gov.au/system/index_procurement_guideline_documents.doc)

### Inspection and Test Plans

Prepare and implement Inspection and Test Plans, complying with the *QMS Guidelines*, incorporating the Hold and Witness points specified in the Contract.

Submit copies of Inspection and Test Plans and checklists not less than 7 days before commencing the work to which they apply. Also submit certification that the relevant Inspection and Test Plans of Subcontractors and Consultants meet the requirements of the *QMS Guidelines*. Do not start any work before this documentation is submitted.

Give at least 24 hours notice prior to reaching a Hold or Witness point.

The Contractor must not proceed beyond a Hold point without endorsement by the Principal or its authorised representative.

The Principal, at its discretion, may inspect the work at a Witness point, but work may proceed without endorsement.

Endorsement by the Principal at a Hold or Witness point does not release the Contractor from its obligations to achieve the specified requirements of the Contract.

Surveillance (monitoring) by the Principal will apply to all work associated with the Contract.

### Conformance records

Submit copies of conformance records as specified, including:

Conformance records	Time when records are required
Completed Inspection & Test Plans and associated checklists	With each Payment Claim
Approvals of Regulatory Bodies	With each payment claim
Contractor's certification of quality conformity and performance.	With Construction Claim
Quality or test records obtained from manufacturers and suppliers	With construction claim
Operation and Maintenance Manuals	With Testing and certification claim
Commissioning Procedures	With testing and certification claim

### Failure to Comply

If the Contractor fails to comply with the requirements of this clause, the Principal may implement such inspections and tests as the Principal determines and the cost incurred by the Principal shall be a debt due from the Contractor.

## 1.14 SECURITY OF PAYMENT

### General

In this clause “subcontract” includes an agreement for supply of goods or services (including professional services and plant hire) or both and “subcontractor” includes a supplier of goods or services (including professional services and plant hire) or both.

The Contractor shall ensure that each subcontract, whether written or oral, entered into by the Contractor or any subcontractor in respect of the work under the Contract and which has a value of \$25,000 or more at the commencement of the subcontract, includes provisions in the form or to the effect of the form, as the case may be, of those contained in this clause, including the provisions of this subclause.

### Options as to Form of Security

Each subcontract which -

- requires the subcontractor to provide a cash security to its principal;
- allows the subcontractor’s principal to deduct retention moneys from any payment made by it to the subcontractor; or
- provides for both of the above

shall allow the subcontractor the option at any time to provide an unconditional undertaking or unconditional undertakings in lieu of a cash security or retention moneys. To the extent that the subcontractor provides an unconditional undertaking or undertakings, the subcontractor’s principal shall not deduct retention moneys and shall forthwith release to the subcontractor any retention moneys or cash security then held.

### Trust for Cash Security and Retention Moneys

Each subcontract shall include a provision having the effect that:

- When a party receives or retains security in cash or converts security to cash, that security is held in trust by the security holder from the time of receipt, retention or conversion, as the case may be, and the security holder must forthwith deposit the money into a trust account in a bank selected by that party;
- the moneys shall be held in trust for whichever party is entitled to receive them until they are paid in favour of that party and the security holder shall maintain proper records to account for such moneys; and
- any interest earned by the trust account shall not be held in trust, and shall be owned by the party holding the security.

If the party holding security has a policy of insurance protecting subcontract payments due to the other party which is equivalent to the HIA Security of Payment Bond, then compliance with the above of this subclause is not required.

Whenever requested by the Principal to provide evidence verifying that the Contractor is holding in trust an amount which the Contractor should be holding in trust, the Contractor shall provide evidence to the reasonable satisfaction of the Principal that the amount is held in trust. If the Contractor fails to do so then, in addition to any other remedy which the Principal may have against the Contractor, the Principal may withhold an equivalent amount from payments to the Contractor.

### Payments

Each subcontract shall include:

- an obligation, which takes precedence over any inconsistent provision of the subcontract, for the subcontractor’s principal to pay the subcontractor regular progress payments of 100% of the value of work, goods or services provided by the subcontractor less only

retention moneys, if any, paid into the trust account referred to in subclause - **Trust for cash security and retention moneys**;

- an entitlement to progress payments within the following periods after the date upon which a progress claim is lodged by the Contractor with the Principal's Representative:
  - in the case of the Contractor's subcontractors, 28 days;
  - in the case of all other subcontractors, 35 days,

Compliance with this subclause shall not prevent the Contractor from paying a subcontractor an amount in excess of that claimed from the Principal, or paying before the time stipulated in this subclause.

### Alternative Dispute Resolution

Each subcontract shall include provisions incorporating the dispute resolution procedures outlined in the Contract except that, in each case, it shall not be mandatory for the subcontractor to pursue the contractual dispute resolution mechanism if the only remedy sought by the subcontractor is an order that the subcontractor's principal pay to it an amount which is not disputed to be due and payable under the subcontract.

### Documents to be Provided to Subcontractors

Each subcontract shall include a provision which requires the subcontractor's principal to provide to the subcontractor, before the subcontractor commences work under the subcontract, a copy of the following provisions of the contract between the subcontractor's principal and its principal:

- the provision equivalent to this Preliminaries clause - **Security of Payment**; and
- the clauses relating to proof of payment of subcontractors, times for payment claims and payment and alternative dispute resolution.

### Register of Subcontracts

Maintain a register of all subcontracts which have a value of \$25,000 or greater showing brief details of the subcontract work, the name, address and telephone number of the subcontractor, and provide an up to date copy of the register when requested by the Principal's Representative.

If further requested by the Principal's Representative, provide an unpriced copy of the subcontract agreement within 14 days of such request.

## 1.15 ADDITIONAL SECURITY AND OBLIGATIONS FOR TRUSTEES

If the Contractor is a trustee:

- before commencing the Works, the Contractor must give the Principal an unconditional undertaking as security for any amount previously agreed in writing by the parties. The unconditional undertaking must be in the form detailed in Schedule 1- **Approved Form of Unconditional Undertaking** and from a financial institution acceptable to the Principal.
- The security will be retained by the Principal against the due and proper performance of the Contract by the Contractor. Unless the Principal has made or intends to make a demand against the unconditional undertaking, the Principal will return the unconditional undertaking within 14 days after the date of Completion of the Works determined or agreed by the Principal.
- The Contractor must not prevent the Principal making any demand against the unconditional undertaking, or prevent the provider of an unconditional undertaking complying with the unconditional undertaking or any demand by the Principal, but the Contractor may seek damages if the Principal makes a demand in breach of the Contract.

- The Contractor must ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the company.

## 1.16 INDUSTRIAL RELATIONS MANAGEMENT

### Requirement

The Contractor must comply with the NSW Government *Industrial Relations Management Guidelines*.

Submit, before beginning work on the Site, confirmation that the Contractor will comply with the industrial relations aspects of the NSW Government *Code of Practice for Procurement* and the associated Implementation Guidelines.

### Failure to comply

If at any time the Contractor has not carried out its obligations under this clause - **Industrial Relations Management**, then notwithstanding any other provision of the Contract, no payment is due to the Contractor until the 7<sup>th</sup> day after the required action has been carried out.

## 1.17 AUDIT AND REVIEW

Make available, on request, all records, including those of or relating to Subcontractors or suppliers, relevant to compliance with requirements of the Contract, for the purposes of audit, review or surveillance. Provide all reasonable assistance during the audits or reviews including attendance by the Contractor.

Promptly implement effective corrective action on matters disclosed by audit or review.

## 2 SITE AND WORKS

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### 2.1 ORDER OF WORK

Site Inspection and Design Verification

Construction

Testing and commissioning.

### 2.2 WORKING HOURS AND WORKING DAYS

Unless the Contract provides otherwise the Site is available to the Contractor to perform the Works between 7 am and 5 pm Monday to Friday but excluding public holidays.

The Principal's Representative may approve additional working hours or working days, subject to conditions which may include, but are not limited to:

- restrictions on the performance of work which requires supervision; and
- a requirement that the Contractor meet the costs of supervision, by or on behalf of the Principal, of work performed during the additional working hours or working days.

### 2.3 EXISTING SERVICES

#### Locating Existing Services – Dial Before You Dig

The Contractor is responsible for locating services and in doing so, must comply with the WorkCover Work Near Underground Assets Guideline, which is available on the Internet at:

[www.workcover.nsw.gov.au/NR/rdonlyres/96ACDD20-8FC0-4583-A6F4-97292055A954/0/work\\_near\\_underground\\_asset\\_1419.pdf](http://www.workcover.nsw.gov.au/NR/rdonlyres/96ACDD20-8FC0-4583-A6F4-97292055A954/0/work_near_underground_asset_1419.pdf)

Before commencing excavation the Contractor must obtain, from the Dial Before You Dig information service or relevant public authorities or owners of underground services, written confirmation of the exact positions of all underground services at and around the Site, and verify and prominently mark the locations of the underground services on the Site.

### Dealing with Existing Services

Existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or if damaged in the course of the Contract, must be dealt with as follows:

- if the service is to be continued: repair, divert, relocate as required;
- if the service is to be abandoned: cut and seal or disconnect and make safe as required;

### Cost and Delay

Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor shall bear all costs and any delays for repairing or disconnecting the service.

### Notification

Notify the Principal's Representative immediately upon the discovery of services obstructing the Works not shown in the Contract documents.

## 2.4 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

### Specification and Statutory Requirements

The Contractor must comply with the NSW Government *Occupational Health and Safety Management Systems Guidelines 4<sup>th</sup> Edition* (OHSM Guidelines) and all statutory requirements including, but not limited to, the *Occupational Health and Safety Act 2000* (NSW) and *Occupational Health and Safety Regulation 2001* (NSW). In the event of any inconsistency, the Contractor must comply with the statutory provisions.

### Appointment as principal contractor

The Contractor, having responsibility for the construction work at all times until the work is completed under the Contract, is appointed principal contractor and controller of the premises for the construction work under Clause 210 of the *Occupational Health and Safety Regulation 2001* (NSW), and is authorised to exercise such authority of the owner as is necessary to enable it to discharge the responsibilities of principal contractor and controller of premises imposed by the *Occupational Health and Safety Act 2000* (NSW) and Chapter 8 of the *Occupational Health and Safety Regulation 2001* (NSW).

### Design

The Contractor must ensure that systematic assessments are undertaken in carrying out any design required, that:

- identify hazards and analyse the associated risks, probability and consequences of injury or illness;
- involve consultation with appropriate people on the safe construction, use and maintenance of the designed asset;
- establish a Design Hazard Register for the designed asset to record any hazards not eliminated in the design that may impose a risk to those constructing, using or maintaining the asset.



An up to date copy of the Design Hazard Register must be provided to the Principal at the date of Completion of the Works or the date the Works are occupied or taken over, whichever is earlier.

### Site-specific Safety Management Plan

Develop and implement a Site-specific Safety Management Plan that complies with the *OHSM Guidelines*.

Submit the Site-specific Safety Management Plan no later than 14 days before construction work commences. Do not start construction work before a complying Site-specific Safety Management Plan has been submitted.

Ensure the following risks are covered in the Site-specific Safety Management Plan:

- »Integrity of Fire Protection System
- »

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all occupational health and safety risks under the Contract.

### Site Safety Rules

Develop site safety rules that are equal to or better than the following minimum set of site safety rules, include them in the Site-specific Safety Management Plan and ensure implementation.

Site safety rules must make it a condition of entry to the applicable work site that all employees and visitors comply with their provisions, including:

- **Construction OHS Induction.** All persons must display evidence of completing OHS Induction training prior to being inducted to commence work on the Site.
- **Site Induction.** All persons working on the Site must attend a Site Induction prior to entering it. Visitors may enter a work site if, either, they first attend a Site Induction, or if they are accompanied by a person who has attended a Site Induction. All persons each day must sign in and out on the Site Register.
- **Safe Work Method Statements.** Safe Work Method Statements must be prepared and used for all work activities assessed as having a safety risk.
- **Toolbox Talks.** Weekly or more regular discussions must be held with workers to consult on site safety matters.
- **Safety Helmets, Safety Footwear and Safety Vests.** Safety helmets and steel-capped safety footwear must be worn by all supervisors, employees, and visitors in the construction area at all times. The footwear must comply with AS 2210. Safety vests must be worn when moving plant is present or work is undertaken near traffic.
- **Personal Protective Equipment (PPE).** PPE, such as safety eye protection, hearing protection, safety gloves and masks and the like, must be worn when welding, drilling and with all other tasks with similar risks.
- **Accidents and Incidents.** Accidents, incidents and injuries must be reported immediately to the Contractor's and applicable subcontractor's site representative in charge.
- **Alcohol and Drugs.** The consumption of, or being under the influence of, alcohol and illegal drugs on the Site is prohibited.

- **Amenities.** Access to clean toilets and meal facilities, cool, clean drinking water, and the other requirements of the WorkCover [Code of practice: Amenities for construction work](#) must be provided for all persons.
- **Electrical.** All electrical work and electrical plant must comply with the WorkCover [Code of practice: Electrical practices for construction work](#).
- **Emergency evacuation.** Arrangements must be included in the Site Induction and clearly identified.
- **Excavations.** Barricading and signage for all excavations must be provided, with excavations 1.5 metres or more deep also to be benched, battered or shored. See the WorkCover [Code of practice: Excavation](#).
- **Fire Prevention.** Fire prevention must be used by all persons on the Site. An appropriate fire extinguisher must be on hand for all welding sets and oxy acetylene work.
- **First Aid.** All persons requiring first aid treatment must contact the first aid officer who will administer the treatment and record the injury in the WorkCover Register of Injuries, including the person's name and the nature of the injury.
- **Hazardous Substances.** Chemicals and hazardous substances must be used and stored in compliance with up to date Material Safety Data Sheets (MSDS) and details recorded in the Register of Hazardous Substances.
- **Housekeeping.** Work areas must be kept clean and tidy, with rubbish and other safety hazards cleaned up promptly. All protruding nails must be removed immediately from timber.
- **Leads and Power Tools.** All leads, power tools and electrical equipment must be inspected and tagged by a qualified person prior to their use and then at monthly intervals. See the WorkCover [Code of practice: Electrical practices for construction work](#).
- **Mobile Plant.** Every owner of plant must ensure plant is registered with WorkCover when required and operators are appropriately qualified. Plant must be fitted with working hazard lights/reversing lights and beepers. See the WorkCover [Code of Practice for Moving Plant on Construction Sites](#).
- **Overhead Power Lines.** The requirements of the WorkCover [Code of Practice – Work near Overhead Power Lines](#) must be complied with.
- **Site Security and Public Access.** Security measures, including perimeter fencing, must be used to prevent unauthorised access to construction areas and ensure safe access and passage for all those on and adjacent to the Site. Security must comply with Clause 235 of the OHS Regulation 2001 and the WorkCover [Position paper: The requirements for fencing](#).
- **Underground Services.** Prior to any underground work being carried out, services must be located using Dial Before You Dig, a services locator, potholing and the other precautions identified in the WorkCover [Work Near Underground Assets Guideline](#).
- **Working at Height.** Working at heights must be in accordance with WorkCover requirements, including certification of formwork and scaffolding. See the WorkCover [Guide to Safe Working at Heights](#).

### OHS Management Monthly Report

Submit, no later than the seventh (7<sup>th</sup>) day of each month, an OHS Management Monthly Report, detailing *Inspection, testing and servicing* activities, *Internal reviews* and *Incident management and corrective action*, and including the information listed below, as evidence of the implementation of the Site-specific Safety Management Plan during the previous month.

#### Contract Details

- Contract
- Contractor
- Contractor's representative
- Signature and Date
- Period Covered

#### Implementation of *Risk management* (OHSM Guidelines Section 5, element 1)

Summary of OHS inspections and reviews carried out to identify risks and hazards and ensure risk management controls are being implemented for:

- plant and equipment
- incoming products
- work site conditions
- adherence to and completeness of Risk Assessments, Safe Work Method Statements and Site Safety Rules
- work site access and exits
- personal protective equipment

#### Implementation of *OHS training* (OHSM Guidelines Section 5, element 3)

An up to date copy of the Induction Register and details of OHS training carried out.

#### Implementation of *Incident management* (OHSM Guidelines Section 5, element 4)

Details of:

- any OHS incidents or OHS issues, including non-compliance with OHS procedures and near misses
- implementation of incident management
- implementation of corrective action
- OHS statistics for entire the Contract including:

	This Month	Total Cumulative
Number of Lost Time Injuries		
Number of Hours Worked		
Number of Hours Lost Due to Injury		
Lost Time Injury Frequency Rate LTIFR		
Number of OHS Management Audits		
Number of OHS Inspections		

### **Implementation of *Safe Work Method Statements* (*OHSM Guidelines* Section 5, element 6)**

An up to date copy of the register of Safe Work Method Statements, including confirmation that the principal contractor has ensured that all Safe Work Method Statements comply with the *OHS Regulation 2001* and that their implementation is being monitored.

### **Incident Reports**

Ensure compliance with the notification and other requirements of *OHS Regulation 2001* Clauses 341 and 344 for accidents, incidents and non-disturbance occurrences, including immediate notification of WorkCover where required.

Immediately notify the Principal of any accident or incident defined in *OHS Regulation 2001* Clauses 341 and 344.

Provide a written report to the Principal within twenty-four hours of the incident, giving details of the incident and evidence that notification requirements have been met.

When requested, provide an incident investigation report, including identification of the cause of the incident and corrective actions taken, in the form directed.

### **Prohibition and Improvement Notices and On-The-Spot Fines**

Immediately notify the Principal of any Prohibition and Improvement Notice (PIN) or on-the-spot fine issued by WorkCover. Provide the Principal with a copy of the PIN or fine notice and written details of the corrective action taken by the Contractor and/or the applicable subcontractor to rectify the breach and to prevent recurrence.

### **Electrical work on electrical installations**

In compliance with section 207 of the *OHS Regulation 2001*, ensure that electrical work on an electrical installation is not carried out while the circuits and apparatus of the part of the installation that is being worked on are energised, unless it is necessary to do so in the interests of safety and the risk of harm would be greater if the circuits and apparatus were de-energised before work commenced.

### **Independent Certification of Formwork**

In this clause, the terms “qualified engineer” and “formwork” have the meanings given in Clause 209 of the *OHS Regulation 2001*. “Related Entities” means businesses, one of which is owned wholly or in part by the other or that have proprietors, directors, officers, shareholders or employees in common.

Inspection and certification of formwork, if required by Clause 233 of the *OHS Regulation 2001*, must be carried out by a qualified engineer who is not a proprietor, director, officer, or employee either of the entity carrying out the formwork erection or a Related Entity to that entity. In addition, if the Contractor carries out the design of the formwork, then the qualified engineer must not be a proprietor, director, officer or employee either of the Contractor or a Related Entity to the Contractor.

If such inspection and certification are required, the Contractor and any subcontractors involved must include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork, and they must be hold points in the Contractor’s and subcontractors’ Inspection and Test Plans.

Submit formwork certification before commencing the use of the formwork. Do not use the formwork before this certification is submitted.

### **Failure to Comply**

If at any time the Contractor has not carried out its obligations under the Contract in relation to occupational health and safety management, then notwithstanding any other provisions of the Contract, no payment will be due to the Contractor until the 7<sup>th</sup> day after the required action has been carried out.

## 2.5 HAZARDOUS SUBSTANCES

### Definition

Hazardous Substance means a substance that is listed in the document entitled *List of Designated Hazardous Substances* published by Worksafe Australia; or a substance that fits the criteria for a hazardous substance set out in the document entitled *Approved Criteria for Classifying Hazardous Substances* published by Worksafe Australia.

Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are recognised as hazardous substances. Other substances in certain situations are also considered hazardous and therefore require controlled handling. Examples are glues, solvents, cleaning agents, paints, and water treatment chemicals.

Work involving stone, rock, concrete, masonry and such materials containing silica, is work under the Contract whether explicitly identified in the Specification or not. The Contractor is responsible for the control of any hazard which may arise from the presence of silica.

### Response to Unexpected Discovery

If any hazardous substance not specified in work under the Contract is discovered on the Site the Contractor must suspend all work which may result in exposure to such hazardous substance and notify the Principal's Representative immediately of the type of substance and its location.

With the initial notification, or as soon as practicable thereafter, submit details, including:

- the additional work and additional resources the Contractor estimates to be necessary to deal with the substance so that work and subsequent use of the Works may proceed safely and without risk to health
- the time the Contractor anticipates will be required to deal with the substance and the expected delay in achieving Completion;
- the Contractor's estimate of the cost of the measures necessary to deal with the substance; and
- other details reasonably required by the Principal's Representative

The Contractor must, in planning and carrying out any work dealing with the substance take all reasonable steps:

- to carry out the work concurrently with other work wherever possible; and
- to otherwise minimise effects of the work on the Contractual Completion Date.

### Responsibility For Decontamination

Control and decontamination of any hazardous substances is the responsibility of:

- the Principal, in respect of any such substances not identified in the Contract Documents, which are discovered on the Site; and
- the Contractor, in respect of any such substances identified in the Contract Documents.

### Decontamination By Principal

Where the Principal is responsible for the control and decontamination of any hazardous substances, the Principal's Representative may suspend the whole or any part of the Works until the hazardous substances are isolated or removed.

### Decontamination By Contractor

Where the Contractor is responsible for the control and decontamination of the Site following the discovery of hazardous substances, handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements.

The Environment Protection Authority or Waste Service NSW may advise of suitable disposal sites.

## 2.6 ASBESTOS REMOVAL

### Requirement

Where the Contractor is responsible for asbestos removal work, comply with the relevant statutory requirements, standards, codes and guidelines, including but not limited to the:

- *Occupational Health and Safety Act 2000* (NSW)
- *Occupational Health and Safety Regulation 2001* (NSW)
- WorkCover Authority of NSW requirements
- Australian Safety and Compensation Council *Code of Practice for the Safe Removal of Asbestos 2<sup>nd</sup> Edition* (2005)
- Australian Safety and Compensation Council *Code of Practice for the Management and Control of Asbestos in Workplaces* (2005)
- Australian Safety and Compensation Council *Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres 2<sup>nd</sup> Edition* (2005)
- *Environmentally Hazardous Chemicals Act 1985* (NSW)
- *Waste Avoidance and Resource Recovery Act 2001* (NSW)

### Notification and Permit

Not less than seven days prior to commencing any asbestos removal work, notify the local office of WorkCover and the Principal of the intention to carry out that work.

Where the regulations require a licence for asbestos removal work, before the work commences, submit a copy of the current licence held by the entity that will undertake the work and a copy of any WorkCover permit required for the work.

### Monitoring

Provide air monitoring by an independent testing authority on each day during asbestos removal and on completion of each area where removal has been undertaken.

### Clearance Certificate

Submit to the Principal a clearance certificate from an independent testing authority at the completion of the asbestos removal work.

## 2.7 ENVIRONMENTAL MANAGEMENT

### Requirement

The Contractor must comply with the NSW Government *Environmental Management Systems Guidelines* which are available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/system/index\\_procurement\\_guideline\\_documents.doc](http://www.managingprocurement.commerce.nsw.gov.au/system/index_procurement_guideline_documents.doc)

### **Environmental Management Plan**

Develop and implement an Environmental Management Plan that complies with the *EMS Guidelines*.

The Contractor may elect to complete Schedule to Preliminaries - **Environmental Management Plan**, adding objectives and actions as required to suit the risks/hazards associated with the work under the Contract, and implement the completed version as the Environmental Management Plan.

Submit the Environmental Management Plan no later than 7 days before construction work commences. Do not start construction work before a complying Environmental Management Plan has been submitted.

The Environmental Management Plan must address the following risks:

- »Intergrity of the Fire Protection System

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all environmental risks under the Contract.

### **Incident reports**

Ensure compliance with the notification and other requirements of the *Protection of the Environment Operations Act 1997 (POEO Act)*.

Immediately notify the Principal of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the POEO Act have been met, where applicable.

Report immediately the details of any waste removed from the Site and not disposed of at a lawful facility.

When requested, provide an incident investigation report, including identification of the cause of the incident and corrective actions taken, in the form directed.

### **Failure to comply**

If at any time the Contractor has not carried out its environmental management obligations under the Contract, then notwithstanding any other provisions of the Contract, no payment is due to the Contractor until the 7<sup>th</sup> day after the required action has been carried out.

## **2.8 ECOLOGICALLY SUSTAINABLE DEVELOPMENT**

### **Requirement**

Apply strategies to maximise the achievement of ecologically sustainable development in the design, construction and operation of the Works, including reducing pollutants, greenhouse gas emissions and demand on non-renewable resources such as energy sources and water.

### **Restricted timbers**

Do not use the following timbers or their products for work under the Contract:

- rainforest timbers, unless certification is provided that they are plantation grown;
- timber from Australian high conservation forests.

## **2.9 WASTE MANAGEMENT**

### **Requirement**

Implement waste minimisation and management measures, including:



- recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical;
- separately collecting and streaming quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics, and offering them for recycling where practical.

Ensure that no waste from the Site is conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.

### Monitoring

Monitor and record the volumes of waste and the methods and locations of disposal.

Submit a progress report every two months, and a summary report before Completion, on the implementation of waste management measures, including the total quantity of material purchased, the quantity purchased with recycled content, the total quantity of waste generated, the total quantity recycled, the total quantity disposed of and the method and location of disposal in the form of a *Waste Recycling and Purchasing Report* available on the Internet at:

[www.managingprocurement.commerce.nsw.gov.au/contract\\_management/cm\\_sf\\_waste\\_recycling\\_and\\_purchasing\\_report.doc](http://www.managingprocurement.commerce.nsw.gov.au/contract_management/cm_sf_waste_recycling_and_purchasing_report.doc)

With the *Waste Recycling and Purchasing Report*, submit waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.

## 2.10 PEST CONTROL

Do not use any chemical pesticides or termiticides for new construction work. Use preventive treatment by physical means to minimise the risk of pest infestations.

Chemical treatments may be used in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the National Registration Authority for Agricultural and Veterinary Chemicals and applied by a Pest Control Operator licensed by WorkCover.

Pest preventive methods must comply with AS 3660.1-2000 Protection of Buildings from Subterranean Termites (except for references to chemical soil barriers), as well as supplementary standards for existing buildings.

## 2.11 WORK METHOD

If the Contract prescribes a particular work method or the Principal or Principal's Representative directs that a particular work method must be used to the exclusion of the other work methods, then that work method is part of the Contract.

Otherwise, the work method is not part of the Contract and the Contractor is free to use any work method. This is so even though, before or after acceptance of the tender, the Contractor made known to the Principal the Contractor's proposed work method and the Principal accepted or approved it.

If the work method is not part of the Contract, the fact that the proposed work method is impractical or impossible or the Contractor, with or without the approval of the Principal's Representative, uses another work method will:

- not entitle the Contractor to make a claim on the Principal;
- not be grounds for an extension of time for Completion;
- not cause the Contract to be frustrated.



## **2.12 STANDARDS**

Where the Contract requires compliance with a standard or Code, unless otherwise specified that Standard or Code shall be the one current at the closing date for tenders, except for the Building Code of Australia, which shall be the one current at the Date of Completion.

Where the Contract refers to an Australian Standard it does not preclude the adoption of a relevant international standard.

## **2.13 CLEANING UP**

All visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, at Completion.

## **2.14 PROPRIETARY ITEMS**

Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.

The Contractor may offer an alternative to any proprietary item. Apply in writing for approval to use the alternative. The request must be accompanied by all available technical information and describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works.

Except to the extent that the approval, if any, of the Principal's Representative includes a contrary provision, the approval shall be deemed to include the conditions that:

- use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;
- the Contractor must indemnify the Principal against any increase in costs;
- use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

## **2.15 GUARANTEES**

### **Generally**

Obtain and ensure that State Property Authority will have the benefit of warranties or guarantees as specified in the Contract or offered by suppliers, including warranties or guaranties that are obtained by, or offered to the subcontractors of the Contractor.

**2.16 SCHEDULE TO PRELIMINARIES - ENVIRONMENTAL MANAGEMENT PLAN**

(Note: Refer to Preliminaries clause – **Environmental Management** where the Contractor elects to adopt this Plan. The Contractor must complete the Environmental Management Plan by inserting contract-related requirements as necessary, or 'NA' where a particular item is not applicable.)

**IMPLEMENTATION**

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
<b>1. CONSERVATION OF PLANTS &amp; WILDLIFE</b>				
1.1 Protect flora and fauna	Protect existing trees and plants at and around the Site from damage unless approved by the Principal			
	Do not remove trees and plants without approval from the Principal			
	Control weeds on the Site			
	Protect birds, fish and animals at and around the Site from harm			
	Do not remove birds, fish and animals from the Site without the written agreement of the Principal			
	Do not bring birds, fish, animals and plants onto the Site without written agreement from the Principal			
	Minimise the use of pesticides and herbicides for minimal impact on the environment			
1.2 Control movement of pedestrians, materials, vehicles and plant to minimise damage to the environment	Use only designated routes for access to the Site			
	Use designated site roads and access routes for all movements on and adjacent to the Site			
	Locate compounds, and park all vehicles and plant, in designated areas on the Site			
<b>2. CONSERVATION OF RESOURCES</b>				
2.1 Design for energy efficiency	Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria			
	Use low energy usage construction, fittings and appliances (including heating/cooling and lighting)			
2.2 Select materials to minimise: 1. resource use	Incorporate conservation of resources obligations into subcontracts			
	Reuse all topsoil on the Site and minimise the use of imported topsoil			
	Mulch and chip cleared vegetation as appropriate			

## 2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
and waste 2. ozone depleting effects 3. detrimental effects on air, water, and land quality  2.3 Conserve heritage items and other physical attributes of the Site	Maximise use of materials that are recyclable or from a sustainable source			
	Use timber from sustainable managed sources only			
	Implement a strategy to reduce the quantity of waste, including minimising and recycling packaging			
	Use low water demand fittings & appliances (dual flush toilets, water conserving shower roses & taps)			
	Minimise the use of solvents, glues, paints and other materials which release odours or vapour			
	Comply with statutory requirements for conservation of heritage items			
	Manage the conservation of physical attributes of the Site, including (LIST THE ATTRIBUTES): •			
<b>3. POLLUTION CONTROL</b>				
3.1 Control discharges and emissions from vehicles and plant to minimise damage to the environment	Do not use vehicles, plant or equipment that produce excessive emissions			
	Monitor emissions from vehicles and plant			
	Do not bring vehicles or plant and equipment with hydraulic fluid, fuel or oil leaks to the Site			
	Wash down vehicles, plant and equipment only in controlled areas acceptable to the Principal			
	Prevent and clean up any spills from transport vehicles			
3.2 Prevent pollution of stormwater and adverse effects on land and vegetation by control of cleaning activities and discharges	Use only water based, non-toxic paints and use only water to clear point brushes and rollers			
	Control all run-off from cleaning activities			
	Discharge only non-toxic cleaning products generally			
3.3 Control soil erosion	Identify the existing drainage paths on the Site and protect them against siltation			
	Protect vulnerable and exposed surfaces and stockpiles against scouring			

## 2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
	Install the following sediment control devices before starting construction (LIST THE DEVICES):			
	•			
	Monitor and manage the effectiveness of sediment control devices			
	Remove sediment control devices when no longer required			
3.4 Prevent release of soil contamination to the environment	Establish, before commencing work on the Site, in consultation with the Principal, if contaminated soil is present at the Site			
	If contaminated soil is present, manage the work to prevent release to the environment			
3.5 Manage refrigerants and other dangerous goods to meet statutory requirements	Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations			
	Use appropriately trained employees			
	Obtain the licences required			
	Document dangerous goods identification, disposal and management, and retain the documentation			
3.6 Minimise noise and vibration impacts on neighbours, occupants and users of any facility	Comply with noise limits and conditions prescribed by the EPA, Department of Environment and Conservation and Council (as applicable)			
	Use equipment in good repair and condition			
	Use noise suppression equipment (e.g. silencers on compressors) and acoustic barriers as required			
	Do not expose workers, neighbours or visitors to excessive noise, and cooperate and coordinate with operators of any neighbouring facility			
	Do not expose people or property to excessive vibrations			
3.7 Comply with Trade Waste Licence conditions applicable	Implement procedures to avoid breaches of the Trade Waste Licence conditions (may apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges, water treated with chemicals or where large sediment loads exist)			

## 2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
to the facility				
3.8 Minimise air pollution from dust and emissions	Minimise areas of exposed earth and stockpiles			
	Cover and secure materials in open transport			
	Use water sprays and/or other means to control dust			
	Keep emissions within statutory or other required limits			
	Minimise fire risks, and prevent and control fires			
3.9 Dispose of waste in accordance with statutory requirements	Implement appropriate disposal procedures for all waste items, including using lawful places for disposal, recording and reporting on the method and location of disposal and any non-conformances			
	<b>EITHER</b> Provide valid disposal certificates for each applicable item <b>OR</b> Provide company certification of appropriate disposal of the following (LIST THE ITEMS): <ul style="list-style-type: none"> <li>• Packaging materials</li> <li>• Replaced or redundant materials</li> <li>• Chemicals</li> <li>• Oils and greases from machinery, cooking and other processes</li> <li>• Paints and solvents, including those used to clean equipment, tools and brushes</li> <li>• Cleaning materials and rags</li> <li>• Materials unsuitable for re-use, including hazardous materials such as asbestos</li> </ul>			
3.10 Minimise damage to the environment from	Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies			
	Ensure emergency procedures are followed			

## 2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
emergencies	Obtain the agreement of the Principal to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements			
	Re-instate and clean damaged areas and features, including work areas			
	Re-instate damaged eco-systems and features to their previous condition			
	Identify key contacts: (LIST NAMES and ROLES) •			
3.11 Comply with environmental requirements and rectify breaches	Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met			
	Cooperate with environmental audits by others			
	Rectify any environmental breaches identified within the time specified in an audit or by the Principal			
<b>4. RECORDS AND REPORTING</b>				
4.1 Provide sufficient documentation to demonstrate appropriate environmental management, including:	Prepare, submit and update the Environmental Management Plan			
	Maintain and submit records of environmental training			
	Report on implementation of the Environmental Management Plan			
	Submit applicable waste disposal certificates and/or company certification of appropriate disposal			
	Submit to the Principal copies of correspondence with regulators, including incident reports and notification of non-compliances or fines			
	Submit documentation evidencing that the causes of non-compliances have been corrected			
	Keep records for inspection securely filed using an effective document retrieval system			
4.2 Report environmental incidents	Immediately report all environmental incidents to the Principal			
	Immediately report environmental incidents as otherwise required			

**END OF SECTION - PRELIMINARIES**

The intent of this tender brief is to bring the fire safety compliance of the building in line with current building codes and shall consist of new equipment and materials, first class trades workmanship in compliance with the EP & A Act and Regulations (NSW), BCA, Australian Standards, OH&S Regulations and Development Consent.

## THIS PROJECT

### REQUIREMENT

FIP -BCA (2007) E2.2a AS1670-2004

Emergency and Exit lighting BCA E4.2+E4.4 + E4.5, 6 and 8 AS/NZS2293.1+3-2005

Installation of EWIS system AS1670.1 – 2004 - OPTION

### Scope

#### FIP.

This Specification describes the requirements for automatic fire detection and alarm systems.

All fire detection and alarm systems shall comply with the requirements of AS1670.1 Section 2 and Section 3, with the additional requirements of Section 4, Section 5, or Section 6 according to the actuating device type, and the commissioning requirements of Section 7.

Where a fire detection and alarm system is ancillary to an automatic fire suppression system, the detection and alarm system shall comply with the appropriate requirements of AS1670.1.

This shall require that detection be provided throughout all areas of the building; however, where systems are installed to solely meet the requirements of the BCA, detectors may only be required in certain nominated areas

The project shall need to be based upon and perform at not less than AS1670.1-2004 & BCA E2.2a for the provision of Automatic Fire Detection & Alarm Systems.

This shall mean the provision of a Main Fire Indication Panel located in the designated fire control area.

Individually Addressable Detectors shall be required to be provided within each room or enclosure, within the ceiling void (plenum), in each electrical and communications riser cupboard, as well as within 1.5m on either side of any access controlled door or nominated held open door, at the top of each lift shaft, fire isolated stairs, HVAC return air and air intake plenums.

The tenderer shall include a block plan to reflect AS1670.1. Such drawings shall detail each protected zone with identification matching the panel identifiers as



well as the standard of performance including year version of the updated installation.

The block plan shall be permanently mounted and viewable by the responding emergency incident officer using the FFCP.

The tenderer shall include the provision of a Fire Fan Control Panel as part of the Fire Indicator Panel, with not less than the functionality of the existing FFCP. The tenderer shall ensure that peer review occurs utilising a specialist smoke control consultant and this shall include isometric smoke control drawings appropriately colour coded to reflect NSWFB colour coding. Such drawings shall detail the controlled fans and dampers with identification matching the panel as well as the standard of performance including year version of the HVAC Smoke Control Systems as well as any special ventilation requirements.

The smoke control isometric drawing shall be permanently mounted and viewable by the responding emergency incident officer using the FFCP.

#### **Emergency and Exit Lighting**

Existing lighting does not provide adequate coverage to

- BCA E4.2+E4.4 AS/NZ2293.1-1995
- OH&SR2001

Contractors are to design and install Emergency and Exit lighting to these requirements, complete a 90 minute discharge test, record in log book adjacent FFCP.

Tenanted areas of the building are included in these works. Existing Emergency and Exit lighting can be re-used by the contractor. Additional costs will not be awarded if contractor bears risk of using existing and individual lighting if faulty.

Contractors are to provide a single test point station for emergency lighting in each floor secured internally of the electrical riser.

#### **OPTIONAL EWIS**

Design and install certified EWIS system in conjunction with FIP. System is to be verified and certified for audible compliance in accordance with AS1670.1. EWIS system is to be a separate unit to the FIP.

In addition: schematic drawings and plan drawings shall be provided as 'for construction' for the approval of the Project Manager and the representative of the State Property Authority

#### **END OF OPTION**

## **SCOPE OF WORKS**

Supply, installation and commissioning and putting into operation, including all associated and incidental works and twelve months warranty and maintenance,

## **INSTALLATION PERFORMANCE REQUIREMENTS**

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### **Fire Protection Contractor**

Detail to performance according to their selection of equipment, detailed on workshop drawings, to be approved and endorsed in writing by Project Manager, State Property Authority NSW or their nominated representative prior to commencement of the installation.

Provision of FIP, Control, detectors, indicators and wiring.

Relocation and making good of any services shall be allowed for in the tender price.

## **IMPLEMENTATION SET-UP**

The contractor shall include the provision of all amenities and facilities required for the provisioning and care of employees and sub-contractors involved in this project as part of their tender submission.

## **OH&S RISK ASSESSMENT, WORK METHOD STATEMENTS AND SAFE WORK PROCEDURES.**

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Note; the work areas are in continuous use during business hours by staff and public. OH&S procedures must be observed to the highest level.

Risk assessment and safe work method statement shall be prepared for each trade and each stage of the work for approval by Project Manager, State Property Authority NSW or their nominated representative, prior to commencement of work.

All materials handling procedures, lifting and moving of equipment onto the site, must be included in the work method statement, including storage on site and submit for approval by the Building Manager.

The contractor must ensure that each and every individual employee or sub-contractor is properly inducted to the requirements of SPA & 5D as well as the provision of any considerations and requirements of individual tenants prior to entry into controlled areas.

## **MANDATORY SITE INSPECTION**

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Prior to preparation and submission of this tender, all contractors must attend the compulsory tender briefing and inspect the site and areas of work on Wednesday 1<sup>st</sup> April 2009 at 1.00pm for a prompt start.

Contact:

Gerard Nellestein – Project Manager 0407 946 580

## COMMISSIONING AND CERTIFICATION

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In-situ detector testing shall occur for each detector with commissioning data test sheet provided verifying quantified level of smoke to activate each detector and testing that activation of alarm and display for FIP, & EWIS is appropriate for the detector activated, as well as operation all signals, ASE & Smoke Control Interface.

Performance testing with test sheets detailing results shall occur for all ancillaries including smoke control and automatic fail safe devices.

Such testing shall be witnessed by the Project Manager, Building Manager and State Property Authority NSW or their nominated representative

Within 60 days prior to the end of the 12 months defects liability period prior to contract completion, carry out annual retesting of system (to be witnessed by Building Manager, State Property Authority NSW or their nominated representative) and performance documented and certified in accordance with the requirements of EP&A Act & Regulations.

The successful contractor will also include pricing of 12 months maintenance of installed essential systems within the property.

The contractor will also provide complete Annual Fire Safety Statements for the works.

## DOCUMENTATION

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As installed drawings, operation and maintenance manuals, fire brigade schematics block plans and wall diagrams, fire control strategy and smoke control strategy, inclusive of the pre-existing fire detection and smoke control systems.

Documentation shall include that documentation detailed elsewhere in this brief

## RUBBISH REMOVAL

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All debris, rubbish, redundant materials shall be removed from the site each day.

All retail areas must be cleaned daily and left safe and tidy, suitable for use as determined by the Building Manager.

## SITE CONDITIONS

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Any works which the tenant or building management consider inconvenient shall need to be done after hours.

Provision of off street parking for contractors will be limited to a single vehicle space and shall be at the full discretion of the Building Manager. The contractor

is to nominate this single vehicle (by registration number) and it shall be limited to fulfilling the carpark entry requirements (height etc).

The extent of the after hours works (not included in this tender) will be negotiated with the Project Manager and the tenants and any after hour's variations will be authorised by the project management. A schedule of such after hour's charges shall be provided with the tender.

Delays due to inclement weather are to be included in the tender price.

Contractors are to abide by any and all directives from the building manager and these shall immediately be implemented.

## EXCLUSIONS

Works associated with this tender, not to be included;

- painting, make good of areas not included in scope