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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.



**State Procurement is a Business Unit of the NSW Department of Commerce**

**State Procurement invites this tender for and on behalf of the  
NSW Government State Contracts Control Board**

## **Request for Tender 0600640– Drilling of Partly Cored Drillholes in the Hunter West – Cobbora Area for NSW Department of Primary Industries – Mineral Resources.**

**Tender Issue Date: 20 March, 2006**

**Closing Date: 5 April, 2006**

**Closing Time: 9:30 am Sydney Time**

*Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus two copies of the tender. Tenders are to be marked "Original", "Copy 1" and "Copy 2" accordingly.*

Non-Refundable Hard Copy Document Fee \$110.00 (includes GST). Note: There is no charge for downloading an electronic copy from <https://tenders.nsw.gov.au/commerce>. Payment for a hard copy is to be made by either a cheque drawn in favour of the NSW Department of Commerce or by credit card (MasterCard, Visa and Bankcard). Cash will not be accepted.

This publication is available on request via email in large print and/or on computer disk for people with a disability. To obtain copies of this publication in either of these formats, please contact the Contact Officer identified in this RFT.

Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.

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# 0600640 - Drilling of Partly Cored Drillholes in the Hunter West – Cobbora Area for NSW Department of Primary Industries – Mineral Resources

## TABLE OF CONTENTS

<b>PART A</b>	<b><u>THE REQUIREMENT AND CONDITIONS OF TENDER</u></b>	<b>4</b>
<b>1.</b>	<b>DEFINITIONS OF TERMS USED IN PARTS A and C</b>	<b>4</b>
<b>2.</b>	<b>OUTLINE DESCRIPTION OF THE REQUIREMENT</b>	<b>6</b>
2.1	Scope.....	6
2.2	Background.....	6
<b>3.</b>	<b>SUMMARY INFORMATION FOR TENDERERS</b>	<b>6</b>
3.1	Structure of Request for Tender .....	6
3.2	Contact Officer.....	6
3.3	Nature of Contract .....	7
3.4	Eligibility to Tender .....	7
<b>4.</b>	<b>PREPARATION OF TENDER - GENERAL</b>	<b>7</b>
4.1	Conformity of Tenders .....	7
4.2	General Instructions for Completion of Tenders.....	8
4.3	Addenda to this RFT Before Close of Tenders .....	8
<b>5.</b>	<b>PREPARATION OF TENDER - PRICE SCHEDULE AND PROJECT PLAN</b>	<b>8</b>
5.1	Price Schedule.....	8
5.2	Calculating the Tender Price .....	8
5.3	Price Basis.....	9
5.4	GST Free or Input Taxed Supplies.....	9
5.5	Minimum Tender Validity Period.....	9
<b>6.</b>	<b>PREPARATION OF TENDER – POLICY REQUIREMENTS</b>	<b>9</b>
6.1	Procurement Policy – introduction.....	9
6.2	Code of Practice for Procurement .....	9
6.3	Occupational Health Safety & Rehabilitation.....	9
6.4	Environmental Management.....	10
<b>7.</b>	<b>SUBMISSION OF TENDERS</b>	<b>10</b>
7.1	General Instructions for Submission of Tenders .....	10
7.2	Late Tenders.....	12
7.3	Extension of the Closing Date and Time .....	12
<b>8.</b>	<b>EVALUATION OF TENDERS</b>	<b>12</b>

8.1	General .....	12
8.2	Selection Criteria .....	13
8.3	Variation of Tenders .....	13
8.4	Exchange of Information Between Government Agencies.....	14
8.5	Corrupt or Unethical Conduct .....	14
<b>9.</b>	<b>OUTCOMES</b>	<b>15</b>
9.1	Negotiations Before Determination of Outcome.....	15
9.2	Acceptance or Rejection of Tenders .....	15
9.3	Discontinuance of the Tender Process .....	15
9.4	Post Tender Negotiations in the Event all Tenders Are Rejected .....	15
9.5	Complaints.....	15
9.6	Disclosure of Information Concerning Successful and Unsuccessful Tenders .....	16
9.7	Ownership of Tenders .....	16

## **PART A THE REQUIREMENT AND CONDITIONS OF TENDER**

### **1. DEFINITIONS OF TERMS USED IN PARTS A AND C**

- 1.1 Unless the context indicates otherwise, the following terms, where used in Parts A and C of this RFT, shall have the meanings set out below.

**“ABN”** means an Australian Business Number as provided in the GST Law.

**“Addendum”** means an addendum or addition to this RFT made by the Board before the Closing Date and Time.

**“Alternative Tender”** means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

**“Board”** or **“SCCB”** means the State Contracts Control Board established under the Public Sector Employment and Management Act 2002 whose responsibilities include:

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- On-going contract administration and management,

and includes the duly authorised delegates of the Board, including officers of State Procurement.

**“Closing Date and Time”** means the Closing Date and Time for receipt of Tenders, specified on the cover sheet to this RFT.

**“Code”** means the NSW Government Code of Practice for Procurement, as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes, that may be applicable to the particular RFT. The aforementioned code can be viewed and downloaded from:

[http://www.treasury.nsw.gov.au/procurement/pdf/code\\_of\\_prac-curr.pdf](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)

**“Commerce”** means the NSW Department of Commerce.

**“Conforming Tender”** means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions contained in Part B; and
- (d) conforms to all of the other requirements of this RFT.

**“Contractor”** means the tenderer as a party to the proposed Contract.

**“Deliverables”** means the good and/or services sought under this RFT, as detailed in the Specification.

**“DPI”** means the NSW Department of Primary Industries.

**“Late Tender”** means a Tender received after the Closing Date and Time for tenders and includes a Tender which is only partly received by the Closing Date and Time.

**“Director-General”** means the Director-General for the NSW Department of Primary Industries – Mineral Resources.

**“Non-Conforming Tender”** means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms of the Contract in Part B, including a Tender which seeks to qualify or amend these terms; or
- (d) does not conform to any of the other requirements of this RFT.

**“OHS&R”** means occupational health, safety and rehabilitation.

**“Price Schedule”** means the list of Services offered by the tenderer, together with the corresponding pricing information.

**“Principal”** means NSW Department of Primary Industries, 516 High Street, Maitland NSW 2320.

**“Requirement”** means the detailed description of the required Services to be met by the tenderers and detailed in the Specification.

**“RFT”** means this Request for Tender.

**“Service”** means the services sought under this RFT, as detailed in the Specification at Part B.

**“SME”** means small to medium enterprise.

**“Specification”** means the detailed description of the required Services contained in Part C2.

**“State Procurement”** means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

**“Superintendent”** means an officer or person authorised by the Director-General to undertake duties in connection with the contract and/or the operation of the Contract entered into by the DPI. This would normally be the A/Manager, Coal Resource Assessment, or other such officers as nominated, in writing by the Director-General.

**“Tender”** means the offer to supply the Services submitted in response to the RFT.

**“Tender Price”** means, in respect of each Service offered, the price nominated in the Price Schedule for that Service.

## **2. OUTLINE DESCRIPTION OF THE REQUIREMENT**

### **2.1 Scope**

- 2.1.1 The name of this project is the Hunter West – Cobbora Drilling Programme.
- 2.1.2 The work to be performed by the successful tenderer consists of the drilling of approximately 80 partially cored drillholes in the Hunter West – Cobbora area comprising approximately 9000 metres to a depth of up to approximately 450 metres. The majority of the proposed bores will be in the range of 50 to 120 metres. The exploration area lies in a corridor extending from Denman in the east to 30 kms west of Dunedoo and north of Rylstone in the south. The programme will be undertaken in accordance with the technical specifications (Part C2) and to the satisfaction of the Superintendent, NSW Department of Primary Industries – Mineral Resources. The Superintendent shall determine the location of the drillholes and the precise depth to which the holes shall be drilled.
- 2.1.3 Each drillhole will have a minimum depth of 18 metres.
- 2.1.4 Tenderers wishing to visit the drilling sites prior to the submission of a tender should contact Mr Michael Hill, A/Manager, Coal Resource Assessment, NSW Department of Primary Industries – Mineral Resources on telephone (02) 4931-6523. (Tenderers will be responsible for arranging their own transport to and from the drilling sites.
- 2.1.5 Drilling operations are to be commenced as soon as possible and are to be completed by the end of June, 2007.

### **2.2 Background**

- 2.2.1 This Request for Tender (RFT) is made by the NSW State Contracts Control Board (the Board) for the provision of the services detailed in the specification, on behalf of DPI.
- 2.2.2 The Board is responsible for the conduct of the tender process, assisted by State Procurement.

## **3. SUMMARY INFORMATION FOR TENDERERS**

### **3.1 Structure of Request for Tender**

- 3.1.1 This RFT is made up of Parts A to C. If submitting a Tender, retain Parts A and B. The completed Part C forms the Tender.
- 3.1.2 Part C must be submitted in accordance with the instructions in this Part A.

### **3.2 Contact Officer**

- 3.2.1 Refer requests for information or advice regarding this RFT to:

#### For Contractual Enquiries

Name: Greg Lynn  
Phone: (02) 9372 7518  
Fax: (02) 9372 7799  
Email: greg.lynn@commerce.nsw.gov.au

#### For Technical Enquiries

Name: Michael Hill  
Phone: (02) 4931-6523  
Fax: (02) 4931-6788  
Email: michael.hill@dpi.nsw.gov.au

- 3.2.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer.

### 3.3 Nature of Contract

- 3.3.1 The Requirement is to be met by a Contract between the Principal and the successful tenderer(s) on the terms and conditions of Part B. **Note: if you nominate at Part C that you comply with the Conditions of Contract (Part B), then the stated Conditions of Contract at Part B will not be subject to any negotiation should your tender be successful.**  
The Board reserves the right to appoint more than one Contractor to supply the Requirement or a part of the Requirement.

### 3.4 Eligibility to Tender

- 3.4.1 Tenders must be submitted by a legal entity or, if a joint Tender, by legal entities, with the capacity to contract. The Principal will only contract with the relevant legal entity or entities.
- 3.4.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If Tenders from trustees are permitted this may include a copy of the relevant trust deed. Any evidence requested is to be provided within 3 working days of the request.
- 3.4.3 The Board may submit any financial information provided by the tenderer for independent financial assessment of the tenderer's business. If the Board judges the tenderer's financial position to be marginal, it reserves the right to make acceptance of any Tender conditional upon the tenderer entering into a bank or parent company guarantee, or an unconditional performance bond in a form satisfactory to the Board.
- 3.4.4 The Board reserves the right to reject any Tender if it judges the tenderer not to have appropriate financial assets.
- 3.4.5 The Board will not enter into a contract with an organisation that does not have an Australian Business Number and is not registered for GST. Normally, tenderers must be registered for GST and state their ABN in their Tender.
- 3.4.6 Tenders from tenderers that do not have an ABN and/or are not registered for GST, such as tenderers commencing business in Australia, may be considered at the Board's discretion if the tenderer demonstrates that it will obtain an ABN and GST registration before entering into a contract with the Principal. Such tenderers must state how and when they intend to obtain an ABN and register for GST in their Tender.

## 4. PREPARATION OF TENDER - GENERAL

### 4.1 Conformity of Tenders

- 4.1.1 The Board seeks Conforming Tenders.
- 4.1.2 Tenders that do not include a fully completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, may be excluded from the tender process without further consideration, at the Board's discretion.
- 4.1.3 The Board will consider Alternative Tenders, provided the Alternative Tender meets the scope and functional intent expressed in the RFT. Where such Alternative Tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it does not conform to the requirements of the RFT.
- 4.1.4 The Board may assess an Alternative Tender against the selection criteria.
- 4.1.5 An Alternative Tender must be clearly marked "Alternative Tender".



4.1.6 The Board expressly reserves the right to accept, in its discretion, either or both of the following:

- (a) Any Alternative Tender or part of an Alternative Tender, which meets the scope and functional intent expressed in the RFT, and
- (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender that, in the Board's opinion, is substantially a Conforming Tender.

## **4.2 General Instructions for Completion of Tenders**

- 4.2.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 4.2.2 Tenderers must initial and date any alterations to, and deletions from, a hard copy Tender.
- 4.2.3 Tenderers must complete ALL of Part C of this RFT, as directed.
- 4.2.4 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.
- 4.2.5 A tenderer must satisfy itself that the Tender, including the Tender Price is correct and that it is financially and practically viable for it to enter into and perform the proposed Contract.

## **4.3 Addenda to this RFT Before Close of Tenders**

- 4.3.1 A tenderer may ask the Contact Officer for clarification of anything in the RFT before the Closing Date and Time. The Board may issue any instruction resulting from such request in writing to all tenderers in the form of an Addendum.
- 4.3.2 If for any other reason the Board requires the RFT to be amended an Addendum will be issued.
- 4.3.3 In each case, an Addendum becomes part of the RFT.
- 4.3.4 It is the obligation of the tenderer to verify if any addenda were issued prior to closing date, even if a Tender has already been submitted. They must obtain a copy of all addenda and confirm in Part C that all addenda have been obtained and taken into consideration.

# **5. PREPARATION OF TENDER - PRICE SCHEDULE AND PROJECT PLAN**

## **5.1 Price Schedule**

- 5.1.1 Tenderers must complete the Price Schedule at Part C1.

## **5.2 Calculating the Tender Price**

### **5.2.1 General**

- 5.2.1.1 The Tender Price must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the contract;
- (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders; and
- (d) include all costs associated with the preparation and submission of the Tender.

### **5.3 Price Basis**

- 5.3.1 Tendered prices are to be FIRM for the tendered services for the entire duration of the contract.

### **5.4 GST Free or Input Taxed Supplies**

- 5.4.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the contract.

### **5.5 Minimum Tender Validity Period**

- 5.5.1 Tenders must remain open for acceptance for a period of at least three (3) months from the Closing Date and Time for Tenders. Tenderers must state in Part C if their Tenders will remain open for any longer period.

## **6. PREPARATION OF TENDER – POLICY REQUIREMENTS**

### **6.1 Procurement Policy – introduction**

- 6.1.1 Tenderers should read the main policy document listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to tenderers' attention in this cl.6. Their requirements are reflected in the selection criteria listed in cl.8.2 and in the responses required from tenderers in Part C.

NSW Government Procurement: Policy

<http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>

### **6.2 Code of Practice for Procurement**

- 6.2.1 Tenderers must comply with the NSW Government Code of Practice for Procurement, which is available at:

[http://www.treasury.nsw.gov.au/procurement/pdf/code\\_of\\_prac-curr.pdf](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)

- 6.2.2 Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it is aware of the requirements of the Code, that the tenderer will comply with the Code and that the tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded.
- 6.2.3 If a tenderer has failed to comply with the Code, this failure will be taken into account by the Board when considering its Tender or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights or action or remedies available to the Board.

### **6.3 Occupational Health Safety & Rehabilitation**

- 6.3.1 Tenderers must comply with the following OHS&R requirements in the performance of any contract awarded:

- (a) The *Occupational Health and Safety Act 2000* (NSW) and any regulation made under this Act, including the OHS Regulation 2001, and
- (b) Codes of Practice, approved and issued pursuant to the above Act and or regulations made under the Act

- 6.3.2 Tenderers must ensure that the tenderer's sub-contractors will comply with the OHS&R requirements listed in clause 6.3.1 in the performance of any contract awarded.

- 6.3.3 Tenderers must indicate in Part C compliance with OHS&R requirements, including any specific requirements of the contract in Part B.

#### **6.4 Environmental Management**

- 6.4.1 The NSW Government seeks to promote ecologically sustainable development through procurement. The Tenderer is required in Part C to highlight how the provision of the Deliverables would promote this object if its Tender is accepted.

### **7. SUBMISSION OF TENDERS**

#### **7.1 General Instructions for Submission of Tenders**

- 7.1.1 A Tender must be received by the Closing Date and Time.
- 7.1.2 A Tender may be submitted by any of the following methods:
- (a) by delivery into the Tender Box:
    - (1) It must be marked:
 

Tender Box  
NSW Department of Commerce  
Level 3, McKell Building (Ground Floor)  
2-24 Rawson Place  
Sydney, NSW 2000
    - (2) If delivery personnel require a signature as evidence of delivery the Tender must be delivered between 8:30 am and 4:30 pm, Mondays to Fridays (except public holidays);
  - (b) by post, addressed to
 

Tender Box  
NSW Department of Commerce  
Level 3, McKell Building (Ground Floor)  
2-24 Rawson Place  
Sydney, NSW 2000;
  - (c) by facsimile to (02) 9372 8974;
  - (d) by electronic lodgement through the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce/>
- 7.1.3 A tenderer must not change pre-existing text in the RFT other than to insert the required information.
- 7.1.4 If a tenderer intends to submit electronically through the NSW Department of Commerce eTendering website, the tenderer must follow the instructions contained in the "Tenderer's Guide to Using eTenders" and "How to lodge a Response" found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>.

- 7.1.5 If a tenderer intends to submit electronically through the NSW Department of Commerce *eTendering website* or by facsimile, the following must be considered:
- (a) The facsimile machine and NSW Department of Commerce *eTendering website* are at peak use on the morning when Tenders close.
    - 1) Due to the limitations of these means of communication it may take longer to lodge a Tender near Closing Date and Time than at other times.
    - 2) When lodging by facsimile or through the NSW Department of Commerce *eTendering website*, it is recommended that a Tender be lodged well in advance of the Closing Date and Time.
    - 3) A tenderer must determine whether lodgement of a Tender by facsimile or through the NSW Department of Commerce *eTendering website* is appropriate.
  - (b) The facsimile machine and the NSW Department of Commerce *eTendering website* may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering website* should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. A tenderer is referred to the instructions contained in "How to lodge a Response" found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>, as to compressing electronically submitted Tenders.
    - 1) In order to comply with the above paragraph, an electronic Tender may be supported by documents in hard copy or on CD-ROM.
    - 2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be specified as requirement throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
    - 3) If submitting an electronic tender with supporting documents:
      - (a) The complete Tender, including the supporting documents, must be submitted by Closing Date and Time, and
      - (b) Supporting documents should be clearly designated as "Supporting Documents to RFT 0600640.
- 7.1.6 A tenderer is strongly encouraged, although not required, to lodge its Tender electronically through the Department of Commerce *eTendering website*. A tender 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 lodged by other means.
- 7.1.7 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown on the Department of Commerce *eTendering website*.
- 7.1.8 An electronically lodged tender must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT. Any CAD files submitted with an electronically lodged Tender must be in DWF, DWG or DXF format. A tenderer must ensure that any CAD files submitted will correctly display and print in Microstation Version 4.

- 7.1.9. Signatures are not required for a Tender submitted to the Department of Commerce *eTendering website*. A tenderer, however, must ensure that an electronically lodged Tender is authorised by the person or persons who may do so on behalf of the Tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
- 7.1.10 If a tenderer experiences any persistent difficulty with the Department of Commerce *eTendering website* in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer, and to note there are usually alternative Tender lodgement methods described in the RFT.

## **7.2 Late Tenders**

- 7.2.1 Late Tenders will not be considered except when the Board is satisfied that the integrity and competitiveness of the tendering process will not be compromised.

## **7.3 Extension of the Closing Date and Time**

- 7.3.1 The Board may, in its discretion, extend the Closing Date and Time.

# **8. EVALUATION OF TENDERS**

## **8.1 General**

- 8.1.1 Tenders will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 8.1.2 The selection criteria for this Request for Tender that do not relate to price will account for (x)% of the total evaluation score. The selection criteria for this Request for Tender that relate to price will account for (100-x)% of the total evaluation score.
- 8.1.3 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the selection criteria listed in this RFT.
- 8.1.4 As part of the evaluation process, tenderers may be called upon at their own expense to make a presentation of their proposal to the evaluation committee.
- 8.1.5 Tenderers shall note that their premises and facilities may be inspected during the tender evaluation phase. Reasonable notice will be provided to tenderers of any proposed inspection. Inspections will be carried out between the hours of 9:00 am to 5:00 pm Monday to Friday.
- 8.1.6 At the Board's discretion any omitted detail or variation and/or qualification of any requirement may be either evaluated and/or scored in accordance with the tenderers statement (or lack thereof) or clarified by the Board as to the intention of the tenderer.

## 8.2 Selection Criteria

- (a) Ability of the tenderer to perform the tasks required and to fulfil all requirements of the Contract;
- (b) Degree of Compliance with the contractual and technical conditions of the Contract;
- (c) Net cost of the total project;
- (d) Capability of the tenderer to reliably support the DPI's requirements and objectives;
- (e) Standard of technical qualifications and experience of the tenderer's personnel;
- (f) Number of rigs to be employed for the work;
- (g) Reliability, quality and maintainability of the tenderer's equipment;
- (h) Completion time;
- (i) Tenderer's quality control procedures and systems in place.
- (j) Compliance with NSW Government procurement policy and other applicable policies.

## 8.3 Variation of Tenders

8.3.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may vary its Tender:

- (a) by providing the Board with further information by way of explanation or clarification ("provide an explanation");
- (b) by correcting a mistake or anomaly ("correct a mistake"), or
- (c) by documenting agreed changes to the Tender negotiated under this Part A.

8.3.2 Such a variation may be made either:

- (a) at the request of the Board, or
- (b) with the consent of the Board at the request of the tenderer

but only if,

- (c) in the case of variation requested by the tenderer to provide an explanation or correct a mistake, it appears to the Board reasonable in the circumstances to allow the tenderer to provide the explanation or correct the mistake or anomaly, or
- (d) in the case of variation to document agreed changes, the Board has confirmed that the draft documented changes reflect what has been agreed.

8.3.3 If a Tender is varied to provide an explanation or correct a mistake, the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

8.3.4 A variation of a Tender will not be permitted if in the Board's view:

- (a) it would substantially alter the original Tender; or
- (b) in the case of variation to provide an explanation or correct a mistake, it would result in the revising or expanding of a Tender in a way which would give a tenderer an unfair advantage over other tenderers.

#### **8.4 Exchange of Information Between Government Agencies**

8.4.1. By tendering for this Contract, the tenderer authorises the Board to collect, or exchange with other public bodies, information and opinions about the tenderer's performance or financial position (that may identify the tenderer by name) for any purpose related to the performance by the tenderer of NSW public sector contracts. In particular, any such information and opinions about the tenderer may be used in considering whether to offer the tenderer opportunities for NSW public sector work.

8.4.2 The tenderer agrees that it will make no claim against the State, the Board, the Principal, or any other NSW public body in respect of information or opinions about the tenderer collected, exchanged and used for the above-stated purposes. The tenderer may have rights under the *Freedom of Information Act 1989* to access, and to require the correction of, information held by certain agencies.

8.4.3 The tenderer agrees that information which may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a Tender will be an authorisation by the tenderer to the Board to collect such information from third parties in accordance with this clause.

#### **8.5 Corrupt or Unethical Conduct**

8.5.1 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:

- (a) offered any inducement or reward to any public servant or employee, agent or sub-contractor of the Board, the Client Agency, or the NSW Government in connection with this RFT or the submitted Tender;
- (b) engaged in corrupt conduct within the meaning of the *Independent Commission Against Corruption Act 1988*, or
- (c) a record (including through an agency report) of unethical behaviour,

this may result in the Tender not receiving further consideration.

8.5.2 The Board is under no obligation to do so, but may in its discretion invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

## **9. OUTCOMES**

### **9.1 Negotiations Before Determination of Outcome**

- 9.1.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers or a preferred tenderer, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.
- 9.1.2 The Board will generally not enter into negotiations on the standard conditions of contract contained in Part B.

### **9.2 Acceptance or Rejection of Tenders**

- 9.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with this Part A, any Alternative Tender or other Non-Conforming Tender.
- 9.2.2 The Board is not bound to accept the lowest or any Tender.
- 9.2.3 If the Board rejects all the Tenders received it may:
- (a) invite fresh Tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new Tenders), or
  - (b) conduct post tender negotiations in accordance with this Part A.
- 9.2.4 The Board will accept a Tender by letter of acceptance or by execution of a formal contract, at the Board's discretion. No Tender may be verbally accepted.

### **9.3 Discontinuance of the Tender Process**

- 9.3.1 The Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.
- 9.3.2 The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.

### **9.4 Post Tender Negotiations in the Event all Tenders Are Rejected**

- 9.4.1 If there are no acceptable Tenders the Board may negotiate with the tenderers which are closest to conforming with the tender requirements and provide best value for money.

### **9.5 Complaints**

- 9.5.1 It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part B or the Requirement, it is invited to write to:

Chairman, State Contracts Control Board  
 Level 22, McKell Building  
 2-24 Rawson Place  
 SYDNEY NSW 2000



## **9.6 Disclosure of Information Concerning Successful and Unsuccessful Tenders**

- 9.6.1 In accordance with NSW Government Policy, the Board may publish information relating to the contract awarded under the RFT, including the identity of the successful tenderer, the price payable by the agency and the significant selection criteria used in Tender assessment plus their weightings.
- 9.6.2 Unless the successful tenderer agrees or release is legally required, the Board will not disclose the successful tenderer's financing arrangements, cost structure or profit margins, significant intellectual property or any other information that in the Board's view would put the successful tenderer at a substantial commercial disadvantage.
- 9.6.3 A tenderer may request that the Board not disclose particular information included in its Tender, giving reasons. The Board will consider any such request before disclosure of information under this clause, but the Board's decision is final and at its absolute discretion.
- 9.6.4 The Board may publish the identities of all tenderers, but will not disclose other information included in an unsuccessful Tender unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required.
- 9.6.5 For contracts valued over \$150,000, the Board will normally publish the names of tenderers when Tenders close, and the other public information about the contract on the internet, within 90 days after award of the contract. For other contracts the Board will disclose the public information on request.

## **9.7 Ownership of Tenders**

- 9.7.1 All Tenders become the property of the Board on submission.
- 9.7.2 The Board may make copies of the Tenders for any purpose related to this RFT.



**State Procurement is a Business Unit of the NSW Department of Commerce**

**State Procurement invites this tender for and on behalf of, the  
NSW Government State Contracts Control Board**

## **PART B – CONDITIONS OF CONTRACT**

### **Contract No. 0600640**

**Drilling of Partly Cored Drillholes in the Hunter West – Cobbora Area for NSW Department of Primary Industries – Mineral Resources.**

## Part B – Conditions of Contract

### TABLE OF CONTENTS

<b>PART B</b>	<b>CONDITIONS OF CONTRACT</b>	<b>4</b>
1.	INTERPRETATION	4
1.1	<i>Definitions</i>	4
1.2	<i>Rules for interpreting this Contract</i>	6
2.	NATURE OF THE CONTRACT BETWEEN THE PRINCIPAL AND THE CONTRACTOR	6
3.	TERM	6
4.	SERVICES TO BE SUPPLIED	7
5.	RIGHT TO OBTAIN SERVICES ELSEWHERE	7
6.	RESPONSIBILITY OF THE CONTRACTOR	7
7.	PERFORMANCE OF WORK	7
8.	PRICE BASIS	7
9.	GOODS AND SERVICES TAX	7
10.	GOVERNMENT TAXES, DUTIES AND CHARGES	8
11.	PAYMENT	8
12.	CONFLICT OF INTEREST	9
13.	MISTAKES IN INFORMATION	9
14.	MINIMUM INSURANCE REQUIREMENTS	9
15.	GENERAL INDEMNITY	10
16.	COMPLIANCE WITH LAWS	10
17.	PAYMENT OF WAGES AND ALLOWANCES	10
18.	THE CONTRACTOR'S ON-COSTS	11
19.	LICENCES AND APPROVALS	11
20.	KEEPING OF RECORDS AND ACCESS TO RECORDS	11
21.	ACCESS TO CONTRACTOR'S PREMISES	11
22.	MONITORING OF PERFORMANCE	11
23.	EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES	11
24.	THE CONTRACTOR'S PERSONNEL/SPECIFIED PERSONNEL	12
25.	SECURITY FOR DUE PERFORMANCE	12
26.	CONFIDENTIALITY	12
27.	DELIVERY OF CONTRACT MATERIAL AND INFORMATION	13
28.	INTELLECTUAL PROPERTY RIGHTS	13
29.	ENTRY TO OFFICIAL ESTABLISHMENTS	14
30.	DAMAGE TO PROPERTY	14
31.	VARIATIONS	14
32.	TERMINATION FOR CAUSE	14
33.	TERMINATION FOR THE PRINCIPAL'S CONVENIENCE	15
34.	NO ASSIGNMENT OR NOVATION	15
35.	ISSUE RESOLUTION	16
35.1	<i>General</i>	16
35.2	<i>Amicable Resolution</i>	16
35.3	<i>Expert Determination</i>	16
36.	PERFORMANCE OF CONTRACT DURING ISSUE RESOLUTION	17
37.	WAIVER	17
38.	SEVERABILITY	17
39.	NOTICES	18
40.	COUNTERPARTS	18
41.	APPLICABLE LAW	18
42.	RIGHTS CUMULATIVE	18
43.	NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP	18

44.	SET-OFF/MONEY RECOVERABLE BY PRINCIPAL.....	18
45.	SUSPENSION OF PAYMENTS .....	19
46.	CONTRACTOR'S WARRANTIES .....	19
47.	CONTRACTOR'S WARRANTIES (GENERAL) .....	19
48.	SUB-CONTRACTING OF CONTRACT .....	19
49.	NON-MERGER .....	20
50.	OBLIGATIONS OF THE PRINCIPAL .....	20
51.	COMMENCEMENT AND RATE OF PROGRESS.....	20
52.	SUPERVISION .....	21
53.	SAFETY OF DATA.....	21
54.	ACCESS TO SITE .....	21
55.	SUITABILITY OF EQUIPMENT .....	21
56.	INDUSTRIAL PROVISIONS.....	21
57.	PREVIOUS UNDERSTANDINGS .....	22
58.	PRECEDENCE OF DOCUMENTS .....	22
<b><u>SCHEDULE 1      EXPERT DETERMINATION PROCEDURE .....</u></b>		<b>23</b>
1.	QUESTIONS TO BE DETERMINED BY THE EXPERT .....	23
2.	SUBMISSIONS .....	23
3.	CONFERENCE .....	24
4.	ROLE OF EXPERT .....	24

## **PART B CONDITIONS OF CONTRACT**

### **1. INTERPRETATION**

#### **1.1 Definitions**

**“Circumstances Beyond the Control of the Contractor”** include:

- (a) acts of God;
- (b) fire, flood, or earthquake;
- (c) national emergency or war; or
- (d) a serious industrial dispute

**“Confidential Information”** means, in relation to a Party, information that:

- (a) is by its nature confidential;
- (b) is designated by that Party as confidential; or
- (c) the other Party knows or ought to know is confidential.

**“Contract”** means this Contract concluded between the Principal and the Contractor, including all special conditions, specifications, schedules and other documents incorporating and forming part of the Contract.

**“Contract Material”** means:

- (a) any material brought into existence as part of, or for the purpose of providing the Service including records, documents and Information stored by any means (“New Contract Material”);
- (b) any material which is existing at the date of this Contract and which is incorporated with the New Contract Material (“Existing Contract Material”).

**“Contract Price”** means the total amount payable by the Principal to the Contractor for the Service as detailed in the Pricing Schedule at Part C.

**“Contractor”** means the organisation or individual who by the contract undertakes to provide the Service required by the Contract and, where the contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners as the case may be and the expression shall also include any person to whom the benefit may be assigned by the Contractor with the consent of the Principal.

**“Contractor’s Insolvency”** means any of the following:

- (a) insolvency;
- (b) the Contractor indicates that it does not have the resources to perform the Contract or any contract;
- (c) an application for winding up is made and not stayed within 14 days;
- (d) a winding up order is made;
- (e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed;

- (f) a mortgagee enters the possession of any property of the Contractor;
- (g) notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
- (h) any actions of a similar effect are taken.

**“Director-General”** means the Director-General for the NSW Department of Primary Industries – Mineral Resources.

**“Information”** includes information in the form of data, text or images.

**“Intellectual Property”** means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of Intellectual Property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967, whether created before or after the date of this Contract.

**“Parties”** means the Principal and the Contractor.

**“Price”** means the price payable for each Deliverable as set out in the Price Schedule.

**“Price Schedule”** means the Price Schedule attached to the Tender in Part C.

**“Principal”** means the NSW Department of Primary Industries for and on behalf of the Crown in right of the State of New South Wales who will be a party to the Contract.

**“Principal’s Material”** means any material, document, or information supplied by the Principal to the Contractor by whatever means, including information supplied by the Principal which is information from other departments or agencies of Crown.

**“Public Service”** has the same meaning as that given to it in the *Public Sector Management Act 1988* (NSW).

**“Schedule”** means a schedule to this Contract.

**“Service”** means the services to be supplied by the Contractor in accordance with this Contract and as itemised in the Price Schedule.

**“Specification”** means the detailed description of the Service to be provided under this Contract that is at Part C2. In the event of any inconsistency between the Specification and any part of this Contract, this Contract will prevail to the extent of the inconsistency.

**“State of New South Wales”** means the Crown in right of the State of New South Wales.

**“Statutory Requirements”** means the laws relating to the performance of this Contract or the lawful requirements of any authority with respect to the performance of this Contract.

**“Substantial Breach”** means a substantial breach of a term of this Contract by the Contractor and includes, but not limited to, any breach of the following clauses (which will be taken in each case to be a substantial breach of this Contract):

- (a) clause 14 (Insurance),
- (b) clause 15 (General Indemnity)
- (c) clause 19 (Licences and Approvals),
- (d) clause 26 (Confidentiality),
- (e) clause 28 (Intellectual Property Rights); and
- (f) clause 34 (No assignment or novation)

**“Superintendent” as per the definition in Part A**

**“Term”** means the period of this Contract, set out in clause 3.

## **1.2 Rules for interpreting this Contract**

- 1.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- 1.2.2 A reference to:
- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (b) a document or Contract, or a provision of a document or Contract, is a reference to that document, Contract or provision as amended, supplemented, replaced or novated;
  - (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
  - (d) anything (including a right, obligation or concept) includes each part of it.
- 1.2.3 If this Contract expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- 1.2.4 A singular word includes the plural, and vice versa.
- 1.2.5 A word which suggests one gender includes the other genders.
- 1.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.
- 1.2.7 The Parties may undertake business by the electronic exchange of information and the provisions of this Contract will be interpreted to give effect to undertaking business in this manner.

## **2. NATURE OF THE CONTRACT BETWEEN THE PRINCIPAL AND THE CONTRACTOR**

- 2.1 This Contract covers the Drilling of Partly Cored Drillholes in the Hunter West – Cobbora Area for the NSW Department of Primary Industries – Mineral Resources (The Principal), in accordance with the Specification.
- 2.2 This Contract constitutes the entire Contract between the Parties. Any prior arrangements, Contracts, representations or undertakings are superseded. No notification or alteration of any clause of this Contract will be valid except in writing issued by NSW Department of Primary Industries and signed by both Parties.

## **3. TERM**

- 3.1 This Contract commences on date of acceptance and expires on satisfactory completion of all works, in accordance with the Specification and to the satisfaction of the Superintendent unless sooner determined in accordance with this Contract.

#### **4. SERVICES TO BE SUPPLIED**

- 4.1 The Contractor acknowledges that the Contract constitutes a standing offer for the supply of only such Service as may be required from time to time during the currency of the Contract and the Principal shall not be bound expressly or implied to order from the Contractor any quantity of Service during the period of the Contract.

#### **5. RIGHT TO OBTAIN SERVICES ELSEWHERE**

- 5.1 If, in the Principal's opinion, any Service/s required cannot be promptly or conveniently obtained under the Contract, it shall be lawful for the Principal to make, or authorise the making of, special arrangements for the provision of such Service/s and the Contract shall not be considered as infringed or vitiated thereby.

#### **6. RESPONSIBILITY OF THE CONTRACTOR**

- 6.1 The Contractor shall establish immediately, at no additional cost to the Principal, all necessary facilities for the effective conduct and management of all aspects of the Contract.

#### **7. PERFORMANCE OF WORK**

- 7.1 The work under this Contract shall be executed in accordance with the terms and conditions detailed herein and the Contractor shall carry out and perform the work in a thoroughly sound and competent manner, to the reasonable satisfaction of the Principal and in accordance with its general directions.
- 7.2 For the purposes of this clause, the word "direction" includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue pursuant to the provisions of the Contract.

#### **8. PRICE BASIS**

- 8.1 The Contract prices shall remain FIRM for the entire TERM of the Contract.

#### **9. GOODS AND SERVICES TAX**

- 9.1 In this clause and Contract:
- 9.1.1 "**Consideration**", "**Tax Invoice**", "**Taxable Supply**" and "**Supply**" have the same meaning as provided for in the GST Law.
- 9.1.2 "**GST**" is a goods and services tax and has the same meaning as in the GST Law.
- 9.1.3 "**GST Law**" means any law imposing a GST and includes *A New Tax System (Goods & Services Tax) Act 1999* (Cth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation based on those Acts.



- 9.1.4 Every invoice issued by a person making a Supply must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice for the Contract Price, or any instalment of the Contract Price, is received.
- 9.1.5 If there is any abolition or reduction of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the Consideration payable for the Supply must be varied so that the Contractor's net dollar margin for the Supply remains the same.
- 9.1.6 Any contract entered into by a Party to this Contract with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Contract, must include a clause in equivalent terms to clause 9.1.5.

## **10. GOVERNMENT TAXES, DUTIES AND CHARGES**

- 10.1 All taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of the Contract shall be borne by the Contractor.

## **11. PAYMENT**

- 11.1 In consideration of the performance by the Contractor of its obligations arising under this Contract, the Director-General, subject to being satisfied with the manner in which the services are being provided, shall pay the Contractor for the services in accordance with the terms set out herein. The Contractor shall submit an invoice providing reasonable details of claim in respect of each payment claimed under this Contract to the Superintendent.

Where plant and drilling staff are rendered idle by the requirements of the Superintendent or any officer of DPI, payment will be made for each hour of idle time at the rate specified in the Price Schedule with a maximum of eight (8) hours of idle time being payable in respect of any one day. No idle time will be payable in respect to Saturdays and Sundays. (To compare tenders, a total idle time of forty (40) hours will be assumed).

Where plant and drilling staff are engaged on downhole operations other than drilling or reaming and these operations are carried out at the direction of the Superintendent or at the request of any officer of DPI, payment will be made for each hour of such work at the rate specified in the Price Schedule. (To compare tenders, a total rig time of forty (40) hours will be assumed).

The Contractor shall be entitled to receive payment for any casing left in the drillhole upon the instructions of the Superintendent or after the Superintendent determines that reasonable attempts to remove the casing have been made but they have proved unsuccessful, at the rates specified in the Price Schedule for replacement of casing.

Claims for payment shall be submitted to the Director-General through Mr Michael Hill, Superintendent, Coal Resource Assessment, NSW Department of Primary Industries, PO Box 344, Hunter Region Mail Centre NSW 2310.

**12. CONFLICT OF INTEREST**

- 12.1 The Contractor warrants that, to the best of its knowledge, no conflict of interest of the Contractor, its employees, agents or sub-contractors exists or is likely to arise in the performance of its obligations under the Contract.
- 12.2 The Contractor must:
- (a) notify in writing, and consult with, the Principal immediately upon becoming aware of the existence, or possibility, of a conflict of interest; and
  - (b) comply with any direction given by the Principal in relation to those circumstances designed to manage that conflict of interest.
- 12.3 For the purposes of this clause, a “conflict of interest” includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Contract.
- 12.4 The Principal may terminate the Contract in accordance with clause 32.1 if in its view a conflict of interest exists which prevents the proper performance of the Contract.

**13. MISTAKES IN INFORMATION**

- 13.1 The Contractor must pay for the extra costs (if any) occasioned by errors or omissions in Contract Material or other Information supplied by it, even though that Contract Material or Information may have been approved by the Principal.

**14. MINIMUM INSURANCE REQUIREMENTS**

- 14.1 The Contractor must hold and maintain and must ensure that all subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances for the Term, or for such other period as may be specifically required by this Contract for the particular policy:
- 14.1.1 a broad form liability policy of insurance which includes:
- (i) public liability insurance to the value of at least the amount of \$5 million in respect of each claim; and
  - (ii) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees.
- 14.2 All policies, apart from workers compensation and professional indemnity insurance must:
- (a) note the interest of the Principal and the State;
  - (b) not exclude liability assumed by the Contractor under this Contract.
- 14.3 During the Term, the Contractor must when requested in writing by the Principal:
- (a) supply proof that all insurance policies required by this Contract are current; and
  - (b) if required, arrange for its insurer to complete and sign a “Confirmation of Insurances Obtained Form”, and on-send this to the Principal within 30 days of the request. Equivalent evidence as to the currency of insurance policies required by this Contract will be acceptable to the Principal.

- 14.4 If the Contractor fails to comply with clauses 14.1, 14.2 and 14.3, the Principal
- (a) may effect and maintain that insurance and pay the necessary premiums; and
  - (b) may recover from the Contractor the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance.
- 14.5 Where the Contractor is insured under a foreign company's or holding company's insurance policy, that insurance policy must clearly indicate that it applies to and extends coverage to the Contractor.
- 14.6 The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Contract.

## **15. GENERAL INDEMNITY**

- 15.1 The Contractor will be liable in respect of, and indemnifies, and shall keep indemnified, the Principal and its officers, employees and agents against any claim, loss or expense or damages (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) (together "the loss") as a result of:
- (a) any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or its employees, agents or subcontractors or their employees) in the performance of this Contract; or
  - (b) any breach of this Contract or the confidentiality deeds required by this Contract.
- 15.2 The Contractor's liability in respect of, and indemnity given in, clause 15.1 shall be reduced proportionally to the extent that any unlawful, negligent, or deliberately wrongful act or omission of the Principal, its officers, employees or agents caused or contributed to the loss.

## **16. COMPLIANCE WITH LAWS**

- 16.1 The Contractor must at all times act in a lawful manner in the provisions of the Service and the conduct of its business including, without limitation, complying with all taxation legislation, privacy legislation, workers compensation and occupational health and safety requirements. In providing the Service the Contractor shall also comply with:
- (i) the Crimes (Administration of Sentences) Act 1999;
  - (ii) any other Legislative requirement; and
  - (iii) the provisions of this Contract.

## **17. PAYMENT OF WAGES AND ALLOWANCES**

- 17.1 The Contractor shall ensure that all persons employed by it in or in connection with the Service are paid wages and allowances of every kind required to be paid by or under any relevant award, determination or order of the State or Territory in which the Service are being provided or by or under any industrial agreement that is in force in the State or Territory of the Commonwealth in which the Service are being provided and that all such persons are employed under the conditions contained in any such award, judgement, order or industrial agreement.

- 17.2 It shall be a precondition, notwithstanding any other provision of this Contract, to the obligation to pay any monies due to the Contractor that wherever requested by the Principal, the Contractor shall give the Principal a statutory declaration to the effect that no wages are due and owing by the Contractor in respect of work undertaken pursuant to this Contract.

## **18. THE CONTRACTOR'S ON-COSTS**

- 18.1 The Principal will not be liable for any of the Contractor's employee "on-costs", including wages, salaries, holiday pay or allowances, sick pay, Workers' Compensation, or any tax or levy voluntarily undertaken by or imposed (either by statute or otherwise) on the Contractor.

## **19. LICENCES AND APPROVALS**

- 19.1 The Contractor must obtain and maintain at its own cost all licences, approvals and consents necessary to perform this Contract.

## **20. KEEPING OF RECORDS AND ACCESS TO RECORDS**

- 20.1 The Contractor must keep proper accounts, records and time sheets in accordance with the accounting principles generally applied in commercial practice.
- 20.2 During the Term, the Contractor must, within seven (7) days of a request from the Principal, give the Principal access to, and copies of, any material relevant to the performance of the Contractor's obligations under this Contract, and any financial information, that the Principal reasonably requires.

## **21. ACCESS TO CONTRACTOR'S PREMISES**

- 21.1 During the Contract period, the Contractor shall at all times during hours (ie. Monday to Friday, 9.00am to 5.00 pm) permit or arrange for all officers authorised by the Principal to enter upon the premises of the Contractor for the purposes of inspecting work performed pursuant to the Contract and to be given access to all documents or information necessary for the same purposes.

## **22. MONITORING OF PERFORMANCE**

- 22.1 The Contractor must meet with the Principal from time to time, as reasonably directed by the Principal and as a minimum on a quarterly basis, to evaluate and monitor performance of this Contract by the Contractor.
- 22.2 At all times during the term and any extensions of the term of the Contract, the Contractor shall perform the services to the standards set out in the specification and also strictly in accordance with requirements of the specification.

## **23. EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES**

- 23.1 The Contractor authorises the Principal and its employees and agents to make available to NSW Government departments or agencies information concerning the Contractor, including any information provided by the Contractor to the Principal and any Information relating to the Contractor's performance under the Contract, or the Contractor's financial position.
- 23.2 The Contractor acknowledges that Information about the Contractor from any source including any substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies in considering whether or not to offer the Contractor future opportunities for NSW Government work.

23.3 The Principal regards that the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 22 of the Defamation Act 1974 (NSW).

23.4 The Contractor releases and indemnifies the Principal and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information. Without limiting the above, the Contractor releases the Principal and the State of New South Wales from any claim it may have for any loss to the Contractor arising out of the provision of Information relating to the use of such Information by the recipient of the Information.

## **24. THE CONTRACTOR'S PERSONNEL/SPECIFIED PERSONNEL**

24.1 The Contractor warrants that all personnel engaged in the provision of the Service are appropriately qualified, competent and experienced.

24.2 The Contractor must employ only such persons:

- (a) as are careful, skilled and experienced in the provision of the Service or similar Service; and
- (b) (where applicable) who hold all necessary licences, permits and authorities.

## **25. SECURITY FOR DUE PERFORMANCE**

25.1.1 The Contractor shall lodge a Bank Guarantee in the amount of \$10,000 as security for due performance.

Such guarantee is to be from a Bank and in a form approved by the Principal and shall be lodged with the Principal with fourteen (14) days from acceptance of tender.

All charges incurred in obtaining, confirming and maintaining the guarantee shall be met by the Contractor.

The Principal shall be entitled to recover and require part or full payment from such Bank Guarantee and apply same toward the satisfaction of any amount that may be payable to the Principal as a result of any breach by the Contractor of any of the terms, covenants or conditions of the Contract.

## **26. CONFIDENTIALITY**

26.1 In this Contract “**Confidential Information**” means information that:

- (a) is by its nature confidential;
  - (b) is designated by either party as confidential; or
  - (c) a party knows or ought to know is confidential;
- but does not include information which:
- (d) is or becomes public knowledge other than by breach of this Contract;
  - (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party; or
  - (f) has been independently developed or acquired by a party.

- 26.2 Neither party shall, without the prior written approval of the other party (which approval shall not be unreasonably withheld) make public or disclose to any person any Confidential Information of the other party, any information about this Contract or any other agreement associated with this Contract and, in giving written approval, the other party may impose such terms and conditions as it thinks fit.
- 26.3 Each party shall take all reasonable steps to ensure that its employees or agents engaged for the purposes of this Contract, do not make public or disclose Confidential Information of the other party.
- 26.4 Either party may at any time require the other party to arrange for its employees or agents engaged in the performance of the Service to execute a deed of confidentiality.
- 26.5 Either party agrees to indemnify and hold harmless the other party against all costs, liability, losses and claims incurred by the other party as a result of any breach of confidentiality.
- 26.6 Each party shall on demand by the other party return any document supplied by the other party to it.
- 26.7 This clause shall survive the termination of this Contract.

## **27. DELIVERY OF CONTRACT MATERIAL AND INFORMATION**

- 27.1 On or as soon as practicable after the end of this Contract, the Contractor must deliver, as required, to the Principal or to the any incoming contractor all materials and information relating to the Contract.
- 27.2 The Contractor may in good faith keep a copy of the Contract material and information for its records.

## **28. INTELLECTUAL PROPERTY RIGHTS**

- 28.1 The Contractor must not at any time breach or infringe any Intellectual Property rights of the Principal or of any other person whether in the course of providing the Service or otherwise.
- 28.2 The Contractor agrees to indemnify and keep indemnified the Principal (which term includes in this clause, any Principal, and their officers, employees and agents) from and against any actions, claims, proceedings, demands, costs, expenses, losses and damages, arising from or in connection with any infringement or alleged infringement of any Intellectual Property rights.
- 28.3 The Principal may take legal proceedings including injunctive proceedings against the Contractor if there is any actual, threatened or suspected breach of clause 28.1 despite the provisions of clause 35.
- 28.4 The Contractor acknowledges that, in the event of a breach of clause 28.1 the Principal may terminate this Contract in accordance with clause 32 without prejudice to any accrued rights or remedies of the Principal.
- 28.5 In the event of any claim being made or brought against the Principal in respect of any breach or alleged breach by the Contractor of any Intellectual Property rights, the Principal will notify the Contractor. The Contractor will, with the reasonable assistance, if required, of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of such claims or any litigation that may arise in connection with the claim. If the Contractor fails to conduct such negotiations or settlement the Principal may suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn.

**29. ENTRY TO OFFICIAL ESTABLISHMENTS**

- 29.1 All persons entering official establishments are required to be approved and conform with the regulations regarding security and discipline within the area as may be laid down by the Principal or authority concerned.

**30. DAMAGE TO PROPERTY**

- 30.1 If, in the performance of the Contractor's obligations herein, the Contractor or any servant or agent of the Contractor by any act or omission damages or causes to be damaged any property of the Principal, then the Contractor shall pay the costs of repairing and making good such damage and the amount of any consequential losses, costs or expenses which may be suffered or incurred by reason of such property having been so damaged.

**31. VARIATIONS**

- 31.1 This Contract may not be varied except in writing signed by both the Principal and the Contractor.

**32. TERMINATION FOR CAUSE**

- 32.1 Without prejudice to its rights at common law, the Principal may immediately terminate this Contract, in whole or in part, by written notice to the Contractor ("Notice of Termination for Cause"):
- (a) where the Contractor makes any statement, fact, information, representation or provides material in the Tender which is false, untrue, or incorrect in a way which materially affects the Contract;
  - (b) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Contractor including for corrupt conduct or for collusive pricing;
  - (c) where the Contractor commits a Substantial Breach of the Contract that is not capable of remedy;
  - (d) where the Contractor commits a Substantial Breach of the Contract in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Principal requiring it to do so ("Notice of Breach"), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as the Principal may reasonably allow;
  - (e) where the Contractor assigns its rights and/or obligations, or novates this Contract or subcontracts the Contract except in accordance with this Contract; or
  - (f) in the case of the Contractor's Insolvency.
  - (g) where the Contractor has not for three consecutive Payment Periods issued any invoice to a Customer or received any Order; or
  - (h) If in the Principal's view a conflict of interest exists for the Contractor which prevents the proper performance of the Contract.

### 32.2 Effect of Termination for cause

#### 32.2.1 If the Principal terminates this Contract for cause the Principal may:

- (a) contract with any other person to complete the provision of the Service;
- (b) deduct loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Principal under any Contract (which may be ascertained and certified by the Principal), from any money due, or which may become due to the Contractor (whether under this Contract or any Contract) and/or from the Security (if any); and
- (c) recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Principal.

### 33. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE

#### 33.1 The Principal may terminate this Contract in whole or in part for its convenience by giving written notice ("Notice of Termination for Convenience") with effect from the date stated in the notice and without the need to give reasons.

#### 33.2 Effect of Termination for convenience

##### 33.2.1 The Principal shall reimburse the Contractor its unavoidable costs directly incurred as a result of termination provided that any claim by the Contractor:

- (a) must be supported by written evidence of the costs claimed;
- (b) will be in total satisfaction of the liability of the Principal to the Contractor in respect of this Contract and its termination.

##### 33.2.2 The Principal shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Contractor as a result of the termination of this Contract by the Principal.

##### 33.2.3 The Contractor must, wherever possible, include in all sub-contracts and supply Contracts an equivalent provision to this clause.

### 34. NO ASSIGNMENT OR NOVATION

#### 34.1 The Contractor must not assign or novate this Contract without first obtaining the prior written consent of the Principal.

#### 34.2 The Contractor acknowledges that the Principal may make financial checks on the entity proposing to take over this Contract before determining whether or not to give consent to the assignment or novation.



## **35. ISSUE RESOLUTION**

### **35.1 General**

35.1.1 In order to resolve any conflicts or issues between the Parties promptly and to the satisfaction of the Parties, the issue resolution process stated below will be followed in this order until an issue is resolved:

- (a) Amicable Resolution (cl.35.2);
- (b) Expert Determination (cl.35.3)

### **35.2 Amicable Resolution**

35.2.1 Either Party may give notice to the other Party of an issue, including a dispute or difference, ("the Issue Notice") about the meaning or effect of the Contract or about any matter arising under or out of the Contract. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.

35.2.2 If the Party giving the Issue Notice is the Contractor, and this issue has arisen under the Contract, it must give the Issue Notice to the Principal.

35.2.3 If the Party giving the Issue Notice is the Principal, it must give the Issue Notice to the Contractor.

35.2.4 The Parties must follow the issue resolution process in this clause before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.

35.2.5 If a Party gives an Issue Notice under this clause, each Party will nominate in writing a senior executive who will promptly confer to resolve the issue.

35.2.6 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice.

35.2.7 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided ("the Referral Notice").

35.2.8 If the Party giving the Referral Notice is the Contractor it must give the Referral Notice to the Principal.

35.2.9 If the Party giving the Referral Notice is the Principal, it must give the Referral Notice to the Contractor.

35.2.10 If a Referral Notice has not been given within 27 days of becoming entitled under clause 35.2.6 then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).

### **35.3 Expert Determination**

35.3.1 If a Referral Notice is given under clause 35.2, the expert is to be agreed between the Principal and the Contractor. If they cannot agree within 27 days of the Referral Notice, the expert is to be nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, Sydney.

- 35.3.2 The expert nominated must be a lawyer unless otherwise agreed. The expert must not be:
- (a) an employee of the Parties;
  - (b) a person who has been connected with the Contractor or the Contract as the case may be; or
  - (c) a person who the Parties have not been able to agree on.
- 35.3.3 When the person to be the expert has been agreed or nominated, the Principal, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
- (a) the issue referred to the expert for determination
  - (b) the expert's fees
  - (c) the procedure for the determination set out in Schedule 1.
  - (d) any other matter which is relevant to the engagement.
- 35.3.4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.
- 35.3.5 The procedure for expert determination is set out in Schedule 1.
- 35.3.6 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.
- 35.3.7 If the expert determines that one Party must pay the other an amount exceeding \$100,000.00 (calculating the amount without including interest on it, and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 35.3.8 Unless a Party has a right to commence litigation under clause 35.3.7
- (a) the Parties must treat each determination of the expert as final and binding and give effect to it; and
  - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 27 days.

### **36. PERFORMANCE OF CONTRACT DURING ISSUE RESOLUTION**

- 36.1 The Parties agree to continue performing their obligations under this Contract while the issue is being dealt with in accordance with this clause 35.

### **37. WAIVER**

- 37.1 A waiver in respect of a breach of a term of this Contract by the other Party shall not be taken to be a waiver in respect of any other breach. The failure of either Party to enforce a term of this Contract will not be interpreted as a waiver of that term.

### **38. SEVERABILITY**

- 38.1 If any part of this Contract is void or voidable, then that part is severed from this Contract but without affecting the continued operation of the remainder of the Contract.

**39. NOTICES**

- 39.1 Notices must be sent to the other Party at the nominated address, or the address last notified to the other Party in writing, or in the case of the Contractor, at the Contractor's registered office.
- 39.2 All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post or facsimile transmission.
- 39.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

**40. COUNTERPARTS**

- 40.1 If there are a number of counterparts of this Contract, the counterparts taken together constitute one and the same instrument.

**41. APPLICABLE LAW**

- 41.1 This Contract is governed by the laws of the State of New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the Commonwealth of Australia.

**42. RIGHTS CUMULATIVE**

- 42.1 The rights and remedies provided under this Contract are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

**43. NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP**

- 43.1 The Contractor agrees that the Contractor will not be taken to be, nor will it represent that it is, the employee, partner, officer and/or agent of the Principal.

**44. SET-OFF/MONEY RECOVERABLE BY PRINCIPAL**

- 44.1 The Principal may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the Principal in connection with the supply of the Service.
- 44.2 Without limiting clause 44.1, any damages, costs and expenses recoverable by the Principal from the Contractor in consequence of the Contractor's breach of the Contract may be deducted from money then due to the Contractor under the Contract. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Principal and may be:
- (a) set off against any other money due to the Contractor by the Principal under this or any other Contract between the Principal and the Contractor; or
  - (b) recovered from the Contractor by the Principal in an appropriate court.
- 44.3 Nothing in this clause will affect the right of any Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

**45. SUSPENSION OF PAYMENTS**

- 45.1 Should the Contractor refuse or neglect to carry out the instructions or requirements of the Principal in regard to any matter connected with this Contract, the Principal, may suspend all payments to the Contractor without penalty until such instructions or requirements have been complied with by the Contractor.

**46. CONTRACTOR'S WARRANTIES**

- 46.1 In relation to Service that are services, the Contractor warrants that:
- (a) it will provide the Service in accordance with the requirements of the Contract and with due care and skill;
  - (b) it will comply with all statements or representations as to the provision of the Service contained in the Tender;
  - (c) the information contained in the Tender as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its employees and sub-contractors is correct;
  - (d) it has established and will comply with and maintain during the Contract, the quality assurance arrangements set out in the Tender; and
  - (e) it will not enter into any arrangement that impedes or is likely to impede its performance of the Service in a manner, and to a standard, that is satisfactory to the Principal without first obtaining the Principal's consent.

**47. CONTRACTOR'S WARRANTIES (GENERAL)**

- 47.1 The Contractor warrants that:
- (a) the Service do not infringe the Intellectual Property rights of a third party; and
  - (b) the Service shall conform to any legally applicable standards.

**48. SUB-CONTRACTING OF CONTRACT**

- 48.1 While a preference is held for all personnel utilised under the Contract to be employees of the Contractor, the Government of New South Wales recognises that, in certain circumstances, the Contractor may need to utilise the services of Sub-Contractor(s) in order to provide a Service requested by the Principal. In such a case, it will be an express condition of Contract that, for all purposes, the Sub-Contractor(s) will be regarded as employee(s) of the Contractor.
- 48.2 For the purposes of this and other relevant conditions "Sub-Contractor" is defined as any person whose services are utilised by the Contractor for the purposes of this Contract and who is not an employee of the Contractor.
- 48.3 The Parties agree that the Contractor will not sub-contract the Contract without first obtaining the written consent of the Principal, which may be subject to any conditions which the Principal may impose.
- 48.4 A consent under this clause does not relieve the Contractor from its liabilities or obligations under the Contract.

- 48.5 Regardless of any consent given, the Contractor will be responsible for ensuring the suitability of any sub-contractor and that the sub-contractor meets the requirements of the Contract.
- 48.6 The Parties agree that the Principal may withdraw its consent to a sub-contractor if in its reasonable opinion the sub-contractor is not meeting the requirements of the Contract. The Principal will notify the Contractor in writing that its consent is withdrawn and the Contractor will immediately terminate its arrangement with the sub-contractor.
- 48.7 The Contractor will be liable for any acts or omissions of any sub-contractor or any employee or agent of the sub-contractor as fully as if they were the acts or omissions of the Contractor and will indemnify and release the Principal from any liability or loss resulting from the acts or omissions of any sub-contractor.
- 48.8 This clause will not merge on the completion or earlier termination of the Contract.
- 48.9 The Contractor will ensure that a sub-contractor is aware of and complies with all the terms and conditions of the Contract.
- 48.10 This clause 48 does not apply in the event that the Principal requests a particular sub-contractor to provide the Service.

#### **49. NON-MERGER**

- 49.1 The obligations of the parties under the contract, do not conclude at the cessation of the contract, whether such cessation be through termination, short-closure, suspension or expiry of the contract.

#### **50. OBLIGATIONS OF THE PRINCIPAL**

- 50.1 The Principal will provide and deliver to the sites of the drillholes to be drilled under this Contract all such core boxes, cardboard trays and cardboard or plastic slips (which shall remain at all times the property of the Principal) as may be necessary for the purpose of holding the cores in their correct order in accordance with the Contract.

#### **51. COMMENCEMENT AND RATE OF PROGRESS**

- 51.1 The Contractor shall be required to commence the work within fourteen (14) days after the receipt by the Contractor of a notice by the Superintendent, specifying the location of the drill site. Drilling operations are to commence as soon as possible and shall be completed by end of June, 2007

The Contractor shall be required to proceed with the work under the Contract at a rate of progress and in a manner satisfactory to the Superintendent PROVIDED HOWEVER that if the work is delayed for any period as a result of circumstances which in the opinion of the Superintendent are beyond the control of the Contractor, the Director General may grant such extension of time as he considers adequate.

Where in the opinion of the Superintendent, the rate of progress is unsatisfactory (and without prejudice to any other rights or remedies of the Director-General arising therefrom) and the Superintendent is of the opinion that the rate of progress is unsatisfactory due to the drilling rig, equipment or personnel used by the Contractor, the Contractor shall be required within seven (7) days after being directed to do so by the Superintendent, employ such other drilling equipment or personnel as the Superintendent may consider necessary to make up the deficiency.

**52. SUPERVISION**

52.1 The Contractor shall permit the Superintendent to supervise the provision of the services and shall:

- a) supply to the Superintendent such information with respect to the progress of the Services as he may from time to time require;
- b) not deny to the Superintendent any information reasonably required for the purpose of supervising the provision of the Services;
- c) co-operate with the Superintendent in any enquiry of and conferral with the Contractor, its employees and agents in relation to the provision of the Services; and
- d) permit the Superintendent to nominate from time to time a representative to act as an observer.

Nothing in this Clause shall limit the Contractor's obligations under this Contract.

**53. SAFETY OF DATA**

53.1 The Contractor shall keep any material or data furnished to the Contractor by the Director-General or the DPI for the purposes of this Contract in good and safe condition and shall on completion of this Contract or if served with a notice requiring him to do so, deliver up, at his own expense the said material and data in good and safe condition to the Director-General or the DPI as the case may be.

The Superintendent or his representative shall be entitled, upon giving reasonable notice, to inspect any of the material or data furnished to the Contractor by the Director-General or the DPI.

**54. ACCESS TO SITE**

54.1 Where the Director-General has entered into an agreement with owner or occupier of a drill site relating to access or compensation, the Superintendent may, by notice in writing served on the Contractor, require the Contractor to comply with such of the conditions of the agreement as may be specified in the notice.

**55. SUITABILITY OF EQUIPMENT**

55.1 The Contractor will be required to warrant that all of the equipment and materials shall be in good working order and suitable for the intended use. The equipment will be maintained in good working order at all times. The DPI may suspend operations if after discussion and investigation, the equipment and/or materials fail to operate to the manufacturer's or other acceptable specification, until such time as the specification is met.

**56. INDUSTRIAL PROVISIONS**

56.1 The Contractor shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Services and carry out the Services in accordance with the highest professional standards.

**57. PREVIOUS UNDERSTANDINGS**

- 57.1 The provisions of the Contract represent the entire Contract between the parties and contain all the understandings, statements and representations, whether oral or in writing, between the parties relating to the matters referred to herein.

**58. PRECEDENCE OF DOCUMENTS**

- 58.1 Should there be any conflict between any of the provisions of the Contract and the provisions of any attachments to the Contract or the provisions of any documents referred to in the Contract, the provisions of the Contract shall prevail.

## **SCHEDULE 1      EXPERT DETERMINATION PROCEDURE**

### **1.      QUESTIONS TO BE DETERMINED BY THE EXPERT**

- 1.1      The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):
- 1.1.1    Is there an event, act or omission which gives the claimant a right to compensation under the Contract:
- (a)      for damages for breach of the Contract, or
- (b)      otherwise in law.
- 1.1.2    If so:
- what is the event, act or omission?
- (a)      on what date did the event, act or omission occur?
- (b)      what is the legal right which gives rise to the liability to compensation?
- (c)      is that right extinguished, barred or reduced by any provision of the Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- 1.1.3    In the light of the answers to clauses 1.1.1 and 1.1.2 of this Expert Determination Procedure:
- (a)      What compensation, if any, is due from one party to the other and when did it fall due?
- (b)      What interest, if any, is due when the expert determines that compensation?
- 1.2      The expert must determine for each issue any other questions required by the parties, having regard to the nature of the issue.

### **2.      SUBMISSIONS**

- 2.1      The procedure for submissions to the expert is as follows:
- 2.2      The Party to the Contract which has referred the issue to Expert Determination must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in clause 35.3.2 of the Contract.
- 2.3      The other party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
- 2.4      The Party referred to in clause 2.1 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.
- 2.5      The other party may comment on the reply, but must do so within 10 business days after receiving the reply, and must not raise new matters.
- 2.6      The expert must ignore any submission, response, reply, or comment not made within the time given in clause 2.2 to 2.5 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.



- 2.7 The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
- 2.8 All submissions, responses, replies, requests and comments must be in writing. If a Party to the Contract gives information to the expert, it must at the same time give a copy to the other Party.

### **3. CONFERENCE**

- 3.1 The expert may request a conference with both parties to the Contract. The request must be in writing, setting out the matters to be discussed.
- 3.2 The Parties agree that such a conference is considered not to be a hearing which would give anything under this Expert Determination Procedure the character of an arbitration.

### **4. ROLE OF EXPERT**

- 4.1 The Expert:
- 4.1.1 acts as an expert and not as an arbitrator
  - 4.1.2 must make its determination on the basis of the submissions of the parties, including documents and witness statements, and the Expert's own expertise; and
  - 4.1.3 must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in clause 2.2 of the Contract.
  - 4.1.4 If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate.



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NSW Government State Contracts Control Board

## PART C

### TENDER RESPONSE

Contract 0600640 Drilling of Partly Cored  
Drillholes in the Hunter West – Cobbora Area  
for NSW Department of Primary Industries –  
Mineral Resources.

Closing Date: 5 April, 2006

Your Company's Legal Entity: \_\_\_\_\_

Your Company's Trading Name: \_\_\_\_\_

Your Company's ABN number: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
<insert name to whom enquiries should be directed>

Contact Phone: \_\_\_\_\_

*Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus two (2) copies of the tender. Tenders are to be marked "Original", "Copy 1" and "Copy 2" accordingly.*

## TABLE OF CONTENTS

<b>PART C1</b>	<b>INFORMATION SUPPLIED IN RESPONSE TO PART A .....</b>	<b>3</b>
1.	INTRODUCTION .....	3
2.	PRICING AND RELATED FACTORS .....	3
2.1	<i>Price Schedule</i> .....	3
2.2	<i>Price Basis</i> .....	9
2.3	<i>Settlement Discount</i> .....	9
2.4	<i>Tender Validity Period</i> .....	9
2.5	<i>Proposed start/completion dates</i> .....	9
2.6	<i>Advance/progress payments</i> .....	9
2.7	<i>Proposed Plant &amp; Equipment</i> .....	11
3.	SELECTION CRITERIA .....	11
4.	CAPACITY TO PERFORM CONTRACT .....	14
4.1	<i>Years in Business</i> .....	14
4.2	<i>Human Resource Capability</i> .....	14
4.3	<i>Financial Capacity and Viability of the Tenderer</i> .....	15
4.4	<i>Sub-Contractors</i> .....	15
4.5	<i>Suitability of Proposed Sub-Contractors</i> .....	16
4.6	<i>Further Information and Comments on Capacity or Ability to Perform the Contract</i> ..	16
4.7	<i>Previous Contract Experience</i> .....	16
5.	COMPLIANCE WITH POLICY REQUIREMENTS .....	17
5.1	<i>Code of Practice for Procurement</i> .....	17
5.2	<i>Occupational Health Safety &amp; Rehabilitation</i> .....	17
5.3	<i>Environmental Management</i> .....	18
6.	SCHEDULE OF INSURANCE .....	18
6.1	<i>Worker's Compensation Insurance</i> .....	18
6.2	<i>Public Liability Insurance</i> .....	18
7.	OTHER INFORMATION REQUIRED .....	18
7.1	<i>Details of Ownership</i> .....	18
7.2	<i>Contracting as Agent/Trustee</i> .....	19
7.3	<i>Current Legal Proceedings</i> .....	19
7.4	<i>Referee Reports</i> .....	20
8.	ADDENDA TO THIS RFT AFTER ISSUE .....	21
<b>PART C2</b>	<b>SPECIFICATION AND STATEMENT OF COMPLIANCE .....</b>	<b>22</b>
1.	PROJECT .....	23
2.	WORK TO BE PERFORMED .....	23
3.	DRILLING OPERATIONS .....	23
4.	REHABILITATION OF DRILL SITE .....	28
5.	PROVISIONS RELATING TO TIME AND PROGRESS .....	29
6.	PLANT, EQUIPMENT, MATERIALS AND DRILLING STAFF .....	29
<b>PART C3</b>	<b>TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER .....</b>	<b>33</b>
1.	TENDERER IDENTIFICATION DETAILS .....	33
2.	ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER .....	34

## PART C THE TENDER

### PART C1 INFORMATION SUPPLIED IN RESPONSE TO PART A

#### **1. INTRODUCTION**

- 1.1 The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.
- 1.2 References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.

#### **2. PRICING AND RELATED FACTORS**

##### **2.1 Price Schedule**

- 2.1.1 You must complete the Price Schedule provided below.

Clause 3.1 (a) of the Technical Specifications states that the core diameter is to be HQ size, with the Superintendent reserving the right to direct the Contractor to reduce the core diameter to NQ size.

A decision on the most appropriate core diameter shall rest solely with DPI - Mineral Resources.

DESCRIPTION (Refer Overview - Section A and Technical Specifications - Section F)	TENDERED RATE (Firm for the duration of the Contract)					
	Price excluding GST		GST component		Price including GST	
1. Mobilisation/demobilisation	\$ _____		\$ _____		\$ _____	
2. Drilling operations	<u>NQ size</u>	<u>HQ size</u>	<u>NQ size</u>	<u>HQ size</u>	<u>NQ size</u>	<u>HQ size</u>
(a) Non-cored drilling						
0 - 100 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre
Over 100 metres – 200 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre
Over 200 metres – 300 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre

DESCRIPTION (Refer Overview - Section A and Technical Specifications - Section F)	TENDERED RATE (Firm for the duration of the Contract)					
	Price excluding GST		GST component		Price including GST	
	<u>NQ size</u>	<u>HQ size</u>	<u>NQ size</u>	<u>HQ size</u>	<u>NQ size</u>	<u>HQ size</u>
<b>2. Drilling operations</b>						
(b) Core drilling						
0 - 100 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre
Over 100 - 200 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre
Over 200 - 300 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre
Over 300 - 400 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre
Over 400 - 500 metres	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre	\$ _____ per metre

<b>DESCRIPTION</b> <b>(Refer Overview - Section A and</b> <b>Technical Specifications - Section F)</b>	<b>TENDERED RATE</b> <b>(Firm for the duration of the Contract)</b>		
	Price excluding GST	GST component	Price including GST
<b>2. Drilling operations</b>  (c) Non-cored drilling for casing and insertion thereof:  Surface size casing  PW size casing  HW size casing  NW size casing	\$ _____ per metre  \$ _____ per metre  \$ _____ per metre  \$ _____ per metre	\$ _____ per metre  \$ _____ per metre  \$ _____ per metre  \$ _____ per metre	\$ _____ per metre  \$ _____ per metre  \$ _____ per metre  \$ _____ per metre

<b>DESCRIPTION</b> <b>(Refer Overview - Section A and</b> <b>Technical Specifications - Section F)</b>	<b>TENDERED RATE</b> <b>(Firm for the duration of the Contract)</b>		
	Price excluding GST	GST component	Price including GST
<b>3. Replacement cost of casing:</b>  <div>Surface 6" PVC casing</div> <div>Surface 6" steel casing</div> <div>PW size casing (threaded)</div> <div>Water bore casing (welded)</div> <div>HW size casing (threaded)</div> <div>NW size casing (threaded)</div>	<div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div>	<div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div>	<div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div> <div>\$ _____ per metre</div>



DESCRIPTION (Refer Overview - Section A and Technical Specifications - Section F)	TENDERED RATE (Firm for the duration of the Contract)					
	Price excluding GST		GST component		Price including GST	
4. Idle Time	\$ _____ per hour		\$ _____ per hour		\$ _____ per hour	
5. Rig Time	\$ _____ per hour		\$ _____ per hour		\$ _____ per hour	
6. Sealing of Bores: Price for backfilling entire length of drillhole with cement grout on completion (including cost of materials).	<u>NQ size</u> <u>HQ size</u>  \$ _____      \$ _____ per metre      per metre		<u>NQ size</u> <u>HQ size</u>  \$ _____      \$ _____ per metre      per metre		<u>NQ size</u> <u>HQ size</u>  \$ _____      \$ _____ per metre      per metre	
7. Contingencies (as may be deemed appropriate by tenderers):  _____  _____  _____	_____  _____  _____		_____  _____  _____		_____  _____  _____	

## 2.2 Price Basis

Tendered prices are to be **FIRM** for the entire TERM of the Contract.

## 2.3 Settlement Discount

2.3.1 The tendered prices are subject to a settlement discount of:-

- (a) \_\_\_\_\_ % for payment within 14 days from the date of receipt of claim or acceptance, whichever date is the later.
- (b) \_\_\_\_\_ % for payment made during the month following that in which the supplies have been received or the account rendered, whichever date is the later.
- (c) \_\_\_\_\_ % for payment within \_\_\_\_\_ days from the date of receipt of claim or acceptance of supplies, whichever date is later.

(N.B.: If this condition is not completed, the prices tendered will be deemed to be NETT.

## 2.4 Tender Validity Period

2.4.1 The Tender will remain valid for acceptance within \_\_\_\_\_ months from the deadline for lodgement of tenders, in accordance with Part A.

**N.B.** The minimum validity period is as stated in cl. 5.5 of Part A.

## 2.5 Proposed start/completion dates.

2.5.1 Work shall commence within \_\_\_\_\_ days after receipt of notice by the Superintendent, specifying the location of the drill site.

2.5.2 Work shall be completed within \_\_\_\_\_ days after the date of receipt of the said notice.

## 2.6 Advance/progress payments.

2.6.1 Advance/progress payments will be required during the course of the Contract:

### YES/NO

(Tenderers are delete whichever in not applicable)

2.6.2 If 'YES', Tenderers are to specify hereunder a proposed payment schedule, based on the achievement of readily identifiable milestones:

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- 2.6.3 Should the DPI agree to any proposal from the tenderer for an advance payment, it will be subject to the following conditions:

The Contractor may submit claims for payment in advance of completion of the Contract and such payments may be made to the Contractor subject to the following conditions:-

- a) The Contractor shall lodge a Bank Guarantee to be held by DPI as security against due and proper performance by the Contractor and completion of the Contract in accordance with prescribed deadlines;
- b) Each claim shall be accompanied by relevant documents and shall be certified by an authorised representative of the DPI;
  - i) That the amount claimed has been correctly calculated in accordance with the Conditions of Contract; and
  - ii) That the work was carried out efficiently in accordance with the terms and conditions of the Contract and that the amount claimed is commensurate with progress made towards completion of the Contract.
- c)
  - i) Upon the making of a payment in accordance with this clause, the supplies in respect of which the payment is made shall vest in the DPI (unless they are already so vested), but without prejudice to the right of the DPI under the Contract to reject those supplies.
  - ii) The DPI may require the Contractor to mark as the property of the DPI any supplies which are vested in the DPI pursuant to this clause and may in such requirement specify the manner of such marking. The Contractor shall as soon as possible and at its own expense comply with such requirements in all respects.
  - iii) The Contractor shall not have any lien whatsoever on any supplies which are vested in the DPI pursuant to this clause.
  - iv) If any supplies in respect of which moneys have been paid pursuant to this clause are not delivered within the time and in the manner specified in the Contract or are rejected by the DPI, the DPI may demand repayment of those moneys. Upon such demand the Contractor shall forthwith make repayment and upon the making of such repayment the supplies shall re-vest in the Contractor.
  - v) For the purpose of paragraph (iv) of this clause, moneys paid in respect of more than one article shall if necessary be apportioned according to the respective values of the articles in respect of which moneys are paid.
  - vi) Notwithstanding that any of the supplies may have vested in the DPI pursuant to this clause, the supplies shall remain at the risk of the Contractor in all respects, until delivery of them has been accepted by the DPI.
  - vii) The Contractor shall keep such books of account, costing records and documents as are required or approved by the DPI for the certification and satisfaction by the DPI of any progress payments claims.

## 2.7 Proposed Plant & Equipment

2.7.1 Tenderers are to provide hereunder particulars of the plant and equipment proposed for the work.

(a) Number, type and capacity of Drilling Rig(s):

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(b) Type of Rods, Barrels and Bits:

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## 3. SELECTION CRITERIA

Tenderers are required to respond individually to each of the selection criteria outlined in the following spaces. The information provided will be used in the assessment of tenders. Responses are to be concise and focus on key elements of the tenderer's proposal as it relates to each of the selection criteria.

(a) **Ability of the tenderer to perform the tasks required to fulfill all requirements of the Contract.**

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**NOTE: ATTACH ADDITIONAL SHEETS AS NECESSARY**

**(b) Degree of Compliance with the contractual and technical conditions of Contract.**

**Note:** If you indicate compliance with the stated conditions of contract at Part B, those conditions will not be subject to negotiation should your tender be successful.

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**(c) Net cost of the total project.**

No response is required by tenderers, information provided elsewhere in the tender will be used to assess this criteria.

**(d) Capability of the tenderer to reliably support the DPI's requirements and objectives.**


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**(e) Standard of technical qualifications and experience of the tenderer's personnel.**

No response is required by tenderers, information provided elsewhere in the tender will be used to assess this criteria

**(f) Number of Rigs to be employed for the work.**

No response is required by tenderers, information provided elsewhere in the tender will be used to assess this criteria

**(g) Reliability, quality and maintainability of the tenderer's equipment.**


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**(h) Completion times.**

No response is required by tenderers, information provided elsewhere in the tender will be used to assess this criteria

**(i) Tenderer's quality control procedures and systems in place.**


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**(j) Compliance with NSW Government procurement policy and other applicable policies and benefits offered under the proposal in relation to NSW government policies.**

*Provide details of any initiatives/strategies/policies you have or propose to implement under the resultant contract in relation to the following areas: OHS&R, best Practice, training and skills formation, affirmative action, workplace and industrial relation practices, improving workplace diversity, employment of aboriginal people and environmental management and performance.*

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**NOTE: ATTACH ADDITIONAL SHEETS AS NECESSARY**

#### 4. CAPACITY TO PERFORM CONTRACT

##### 4.1 Years in Business

- 4.1.1 State the number of years you have been in business in the form in which you are presently constituted.

\_\_\_\_\_

State the number of years providing the required Service: \_\_\_\_\_

Scope of tenderer's current business activities

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

##### 4.2 Human Resource Capability

- 4.2.1 Total No of Employees: \_\_\_\_\_

- 4.2.2 Details of Employee Nos:

	Management	Professional	Administration
Full-time			
Part-time			

- 4.2.3 Key Personnel:

Provide the following details for each Key Personnel to be utilised under the contract.

Name:

Position:

Roles and Responsibilities:

Qualifications:

Experience:

### Staff Summary

Tenderers are to provide details in the format below the names of personnel to be initially engaged by it for the purposes of the Contract.

NAME (SURNAME/ CHRISTIAN NAME)	LENGTH OF SERVICE	EMPLOYMENT STATUS (IE. EMPLOYEE/SUB -CONTRACTOR)	QUALIFICATION S	NO. OF YEARS RELEVANT EXPERIENC E	AREA OF EXPERTISE

### 4.3 Financial Capacity and Viability of the Tenderer

Give the annual Australian turnover for the past three (3) years in \$A.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

If a company, please submit a copy of each of your annual financial reports for the last three financial years with your Tender.

### 4.4 Sub-Contractors

- 4.4.1 Is any part of the Service to be provided through sub-contract? Note: In this context, suppliers of raw materials and/minor components to be incorporated into any Service supplied by the Contractor are not regarded as sub-contractors.

**Yes/No**

If **“Yes”**, give details of item, name, address and ABN of proposed sub-contractor(s).

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#### 4.5 Suitability of Proposed Sub-Contractors

- 4.5.1 Provide details of proposed sub-contractors' legal status (company, partnership, individual etc) and their experience and qualifications in the provision of similar Service.

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#### 4.6 Further Information and Comments on Capacity or Ability to Perform the Contract

- 4.6.1 State here any other details you may wish to add. Please also address your capacity to perform the Contract in the context of the current commitments of your organisation. (Note that details of previous performance of similar Contracts are sought in cl.4.7, below, and should not be referred to here.)

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#### 4.7 Previous Contract Experience

- 4.7.1 Provide details of any previous Contract(s) with the Client Agency, other NSW Government Departments, the Board and/or Private Organisations that you have been involved in during the past four years, providing similar services:

Contract No.	Contract Name	Client Organisation	Contract Period	Contract Manager	Phone Number

- 4.7.2 Demonstrate expertise and experience in the successful provision of services on a similar scale to the Requirement.

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- 4.7.3 If you have undertaken any previous Contracts provide details of any assessment undertaken of your performance. If performance reports were prepared in respect of your performance, please provide copies.

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## 5. COMPLIANCE WITH POLICY REQUIREMENTS

### 5.1 Code of Practice for Procurement

- 5.1.1 Have you have read the [NSW Government Code of Practice for Procurement](#) and taken it into consideration in preparing and submitting your Tender?

**Yes/No**

- 5.1.2 Will you maintain compliance with the Code for the purposes of this Contract, advise the Board of any breaches of the Code for the duration of the Contract and provide evidence of compliance when requested by the Board during the course of this Contract?

**Yes/No**

- 5.1.3 Provide any other relevant information below

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### 5.2 Occupational Health Safety & Rehabilitation

- 5.2.1 Do you currently comply with your OHS&R statutory obligations and will you continue to do so including obligations relating to performance monitoring and Sub-Contractor performance for the duration of any Contract awarded?

**Yes/No**

If “No”, provide details below

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**5.3 Environmental Management**

- 5.3.1 Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development.

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**6. SCHEDULE OF INSURANCE****6.1 Worker's Compensation Insurance**

Insurance Company:	<hr/>
Address:	<hr/>
	<hr/>
Phone number:	<hr/>
Policy number:	<hr/>
Expiry Date:	<hr/>

**6.2 Public Liability Insurance**

Insurance Company:	<hr/>
Address:	<hr/>
	<hr/>
Phone number:	<hr/>
Policy number:	<hr/>
Expiry Date:	<hr/>
Limit of Liability:	<hr/>

**7. OTHER INFORMATION REQUIRED****7.1 Details of Ownership**

- 7.1.1 If you are a company, please provide details of your ownership, that is, Australian, Overseas, largest shareholder, paid-up capital and other relevant details.

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- 7.1.2 If you are a partnership, please provide a list of partners and details of the partnership financial arrangements.

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## 7.2 Contracting as Agent/Trustee

- 7.2.1 If awarded an Contract, do you intend to enter the Contract in your own right or as agent or trustee for some other entity or entities? If the latter, provide full details.

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## 7.3 Current Legal Proceedings

- 7.3.1 Are you or any of your directors or close associates currently, or have you, or have your directors or close associates been at any time within the last five years, the subject of any or any pending:
- (a) legal proceedings, including winding up or bankruptcy proceedings,
  - (b) insolvency administrations or investigations; and/or
  - (c) investigations by ICAC or any other public body?

**Yes/No**

If **“Yes”**, please supply full details below:

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## 7.4 Referee Reports

Provide details required below for persons willing to act as referees to the tenderer's standard of service and performance in relation to their ability as a provider for the required Service

### **Referee No 1.**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company: \_\_\_\_\_  
No. of Years tenderer has provided required Service to Referee: \_\_\_\_\_ years  
Telephone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### **Referee No 2.**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company: \_\_\_\_\_  
No. of Years tenderer has provided required Service to Referee: \_\_\_\_\_ years  
Telephone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### **Referee No 3.**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company: \_\_\_\_\_  
No. of Years tenderer has provided required Service to Referee: \_\_\_\_\_ years  
Telephone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**8. ADDENDA TO THIS RFT AFTER ISSUE**

- 8.1 If there have been any Addenda by the Board to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your Tender.

**YES/NO/THERE HAVE BEEN NO ADDENDA BY THE BOARD**

If **NO**, provide reasons below

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## **PART C2 SPECIFICATION AND STATEMENT OF COMPLIANCE**

Do the tendered Service/s fully comply with Specification?

**Yes/No**

If **"No"** a full statement of deviations must be given, specifying the relevant clause/s or Service/s and the extent of non-compliance to each.

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The Service/s are to be in accordance with the Specification detailed below.

Tenderers must state hereunder whether the Service/s offered conform to the Specification.

The following terms are appropriate in providing a statement of compliance:

**COMPLIES** means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (b) in the case of a clause which specifies a requirement or performance standard to be met by the Service/s to be provided, that the offer is to provide the requirement or standard.

Where appropriate, tenderers should state or describe how the requirement is or is to be met.

**PARTIALLY COMPLIES** means, in the case of a clause which specifies a requirement or performance standard, it can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the condition, requirement or performance standard the tenderer must explain and cost the required change.

**DOES NOT COMPLY** means that the requirement or performance standard of the clause is not met by the offer. Full details of non-compliance must be stated.

**ALTERNATIVE** means that the tenderer's method, system or process either does not require the feature or the tenderer's method, system or process fully complies in a manner different to that described. In both cases a description must be provided.

**SIGNIFICANTLY EXCEEDS REQUIREMENTS** means, in some cases, the Services offered may significantly exceed the specified requirements. As this may have a bearing on the evaluation process, full details must be stated.

The Specification is indicative of the needs of the Principal, and any Service/s offered must be of at least the same standard and potential. Consideration may be given, however, to Service of a higher standard if they are available and better suited to the Principals requirements.

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the requirement concerned when assessing the relative merits of tenders.

Tenderers are required to tender in accordance with the tender requirements.

PART C - 0600640draftv2.doc - Drilling of Partly Drilled Coreholes in the Hunter West – Cobbora Area for NSW Department of Primary Industries – Mineral Resources.



REQUIRED SPECIFICATION	TENDERED SPECIFICATION
<p>3.2 (a) The Contractor shall be required to recover as much of the core as is practicable provided that in the event that the Superintendent determines the core recovery is less than 95% in any coal seam intersected or less than 90% of a core lift in other strata intersected, the Contractor, if directed by the Superintendent, shall redrill at his own expense, the hole or section of the hole or wedge a section of the hole to obtain that section of core not recovered. Provided further that in the event that less than 95% of core in any coal seam intersected or less than 90% of a core lift in any other strata is recovered in weathered, faulted or disturbed ground, the Contractor will not be required to redrill any such interval. The classification of faulted or disturbed ground is to be at the discretion of the Superintendent.</p>	<p>-----</p>
<p>3.2 (b) If there is a failure of equipment down the drillhole, resulting in its irretrievable loss, and thereby preventing the completion of the drillhole, the Superintendent may direct the Contractor to redrill the hole or that section of the hole containing the irretrievable equipment. In that event the Contractor shall undertake the above redrill at his own expense, provided that the equipment loss does not result from faulted or disturbed ground conditions. The classification of faulted or disturbed ground is to be at the discretion of the Superintendent. The Contractor shall be entitled to be paid for completion of the drillhole from the base of the zone containing the irretrievable equipment to the planned terminal depth of the hole at the applicable rate set out in the Price Schedule.</p>	<p>-----</p>
<p>3.3 The Contractor shall be required to -</p> <p>(a) Wash clean all core of drilling mud and cuttings and place coal core on half-round cardboard or plastic slips supplied by the Department as directed by the Superintendent.</p> <p>(b) Collect cuttings from the non-cored section of the drillhole at one metre intervals and place into plastic sample bags supplied by the DPI. The bags shall be marked with the appropriate depth interval, determined from the position of the drill string, and placed in sequential order on the ground adjacent to the drill rig.</p>	<p>-----</p> <p>-----</p>

REQUIRED SPECIFICATION		TENDERED SPECIFICATION
3.3	<p>(c) Immediately after the core lift is removed from the splits, place core lift in core boxes supplied by the Superintendent together with wooden spacing blocks at the bottom of each core lift showing its depth, core recovery and at the top and bottom of each core box showing the depth interval contained in that box. Core box lids shall be marked on the inside and outside with the drillhole name, box number and depth interval contained. Core boxes are to be labelled on the side of the core box with the drillhole name, box number and depth interval contained.</p> <p>(d) Replace with wooden spacing blocks of an equivalent length all core lost during drilling or removed from the box. The blocks should be marked with the depth and thickness of interval lost or removed.</p> <p>(e) Leave a space in the core box equivalent to the length of all non-coal core sampled to facilitate future replacement or as directed by the Superintendent.</p> <p>(f) Transport at his own cost all core boxes filled in accordance with this clause to the Gulgong Core shed or a site as may be directed by the Superintendent and at such times as may be directed by the Superintendent.</p>	<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
3.4	<p>(a) The Contractor shall be required to drill the drillhole to the depth determined in accordance with clause 2.1 and 2.2 hereof. The Contractor shall be entitled to be paid for work performed and materials supplied at the rates set out in the Price Schedule for the depth interval drilled.</p> <p>(b) The Contractor shall not be entitled to terminate the drillhole without the consent in writing of the Superintendent. A request to terminate the drillhole shall be made to the Superintendent in writing and give details of the reasons for the request.</p>	<p>-----</p> <p>-----</p> <p>-----</p>

REQUIRED SPECIFICATION	TENDERED SPECIFICATION
<p>3.4 (c) Where a request is made under subclause (b) hereof and the Superintendent is of the opinion that cavities or loose or caving material or swelling ground encountered in the drilling of the hole may prevent or substantially delay the completion of the drillhole the Contractor shall be entitled to be paid for the drillhole at the rates for the depth actually drilled.</p>	<p>-----</p>
<p>3.5 Should the drill core obtained from the drillhole or any other matter indicate to the Superintendent that the hole at any depth along its course deviates by greater than 5 degrees from the vertical, the Superintendent may direct that a survey of the hole be conducted by his officers or by a person selected by the Superintendent to determine whether the drillhole deviates by greater than 5 degrees from the vertical. The Contractor shall pay for the survey should the hole be found on survey to deviate by greater than 5 degrees from the vertical and in such a case the Contractor shall only be paid for the calculated vertical meterage drilled. The Director General shall pay for the survey should the hole be found to deviate by less than 5 degrees and in such a case the Contractor shall be paid for the actual meterage drilled.</p>	<p>-----</p>
<p>3.6 The drill site must be accessible and the drillhole flushed with water for downhole geophysical logging by the Director General's employees, agents, licences or contractors and delays caused to the Contractor by the carrying out of downhole geophysical logging will be paid for at rig and idle time rates, as applicable. The Contractor may be required to assist in the recovery of any jammed geophysical probes as directed by the Superintendent.</p>	<p>-----</p>
<p>3.7 The Superintendent shall have the right to instruct the Contractor to remove the rods from the drillhole, at any time, for a rod count. Should the Superintendent find any significant discrepancy between the depth indicated by the drill rods and the depth indicated for the hole by the markings on the wooden spacing blocks placed at the bottom of the previous core lift in the core box, the Superintendent may require repayment of any progress payment or part thereof which has been paid in respect of such work as has not been performed and require that the Contractor prepare a report indicating the reason for the discrepancy.</p>	<p>-----</p>

REQUIRED SPECIFICATION	TENDERED SPECIFICATION
<p>3.8 Unless directed by the Superintendent, the Contractor shall not remove any rock or coal core from the core barrel.</p>	<p>-----</p>
<p>3.9 If directed by the Superintendent, the Contractor shall be required to hand over core to a person authorised by the Superintendent. Core thus removed is to be replaced in the core boxes with wooden spacing blocks and marked to show its depth and thickness of interval removed.</p>	<p>-----</p>
<p><u>Log of Drilling</u></p>	
<p>3.10 (a) The Contractor shall be required to keep an accurate log of each days drilling of the drillhole. The log shall contain details of strata intersected, drilling conditions encountered, coal seams penetrated, the presence of aquifers, depth drilled, drilling operations carried out, idle and rig time details, amount and type of casing installed and quantities of materials used.</p>	<p>-----</p>
<p>(b) The Superintendent shall be entitled to inspect the log during working hours and the Contractor shall be required to furnish to him each week a legible copy of the log for the previous week.</p>	<p>-----</p>
<p><u>Compliance with acts and awards</u></p>	
<p>3.11 The Contractor shall be required to comply with and carry out the provisions of all industrial awards and agreements binding upon the Contractor in relation to the work under the Contract.</p>	<p>-----</p>
<p>3.12 The Contractor shall be required to comply with and carry out the provisions of all Acts, Regulations, By-Laws and other laws governing or affecting the work under the Contract.</p>	<p>-----</p>
<p><u>Work supervisor</u></p>	
<p>3.13 The Contractor shall be required to at all times during the progress of the work under the Contract have in charge of the work a responsible supervisor authorised to receive instructions on behalf of the Contractor and to represent the Contractor for all the purposes of the Contract.</p>	<p>-----</p>

REQUIRED SPECIFICATION	TENDERED SPECIFICATION
<p><u>Maintenance of equipment and safety of employees</u></p> <p>3.14 The Contractor shall be required to -</p> <p>(a) maintain equipment in good condition and repair;</p> <p>(b) secure the safety, health and welfare of persons engaged in the performance of the Contract.</p> <p><u>Reasonable demands of landowners</u></p> <p>3.15 The Contractor shall be required to meet the reasonable demands of landowners. In particular, vehicle movements are to be kept to a minimum and confined to established tracks.</p> <p><u>Hours of work</u></p> <p>3.16 Subject to clause 3.17, the work shall not be carried out after 6 p.m. and before 7 a.m. on any day at the drill site where such work is likely to disturb nearby landowners and occupiers. Weekend operations shall only be undertaken with the concurrence of the Superintendent.</p> <p>3.17 Notwithstanding clause 3.16, the work may be carried on between the hours of 6 p.m. and 7 a.m. in case of emergency or if the prior consent in writing of all landowners and occupiers likely to be disturbed by such work has been obtained by the Superintendent and the Superintendent has approved the carrying out of the work between such hours.</p>	<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
<p><b>4. REHABILITATION OF DRILL SITE</b></p> <p>4.1 The Contractor shall be required to backfill each drillhole with cement grout at such stratigraphic intervals as the Superintendent may direct in writing before completion of the drillhole. In the event that the Superintendent does not make such a direction, the drillhole shall be completely backfilled with cement grout.</p> <p>4.2 On completion of work at each drill site, the Contractor shall be required to -</p> <p>(a) remove all equipment, core, core boxes, waste materials and rubbish therefrom;</p>	<p>-----</p> <p>-----</p>

REQUIRED SPECIFICATION	TENDERED SPECIFICATION
<p><b>5. PROVISIONS RELATING TO TIME AND PROGRESS</b></p> <p>5.1 The Contractor shall be required to commence the work as soon as practicable after the receipt by the Contractor of a notice by the Superintendent specifying the location of the drill site. The work shall be completed by 30<sup>th</sup> June 2007</p> <p>5.2 The Contractor shall be required to proceed with the work under the Contract at a rate of progress and in a manner satisfactory to the Superintendent PROVIDED HOWEVER that if the work is delayed for any period as a result of circumstances which in the opinion of the Superintendent are beyond the control of the Contractor, the Director General may grant such extension of time as he considers adequate.</p> <p>5.3 Where in the opinion of the Superintendent the rate of progress is unsatisfactory (and without prejudice to any other rights or remedies of the Director General arising therefrom) and the Superintendent is of the opinion that the rate of progress is unsatisfactory due to the drilling rig, equipment or personnel used by the Contractor, the Contractor shall be required within seven (7) days after being directed to do so by the Superintendent, employ such other drilling rig, equipment or personnel as the Superintendent may consider necessary to make up the deficiency.</p>	<p>-----</p> <p>-----</p> <p>-----</p>
<p><b>6. PLANT, EQUIPMENT, MATERIALS AND DRILLING STAFF</b></p> <p>6.1 General</p> <p>(a) Except where express provision is made to the contrary, the Contractor shall be required to provide all plant and equipment (including but without limiting the generality of the foregoing, all drilling plant, diamond bits, casing, tools, cement, drilling additives and muds, vehicles, buildings, water cartage and transportation and all other things necessary for the due and proper completion of the work under the Contract).</p> <p>(b) The Contractor will not be entitled to receive payment for any materials used in the performance of the work unless specific provision is made in the Contract for such payment.</p>	<p>-----</p> <p>-----</p>

REQUIRED SPECIFICATION	TENDERED SPECIFICATION
<u>Details of plant and equipment</u>	
6.2 Tenderers are required to provide the following information with their tender:	
(a) Number, type and capacity of Drilling Rigs to be used to carry out the work;	-----
(b) Type of Rods, Barrels and Bits to be used to carry out the work. (If separate types proposed for coal and non-coal rocks, details are to be provided).	-----
(c) Other plant	-----
6.3 Plant or equipment, details of which are not provided in accordance with clause 6.2 above may not be used in the performance of the work without the approval of the Superintendent.	-----
<u>Transportation of equipment and materials</u>	
6.4 No payment will be made to the Contractor for any transport costs of equipment and materials (including casing) to and from the site or for removal off-site.	-----
<u>Water</u>	
6.5 No payment will be made to the Contractor for the supply and transport of water to the drill site. The provision of adequate supplies of water at the drill site will be the sole responsibility of the Contractor.	-----
<u>Casing</u>	
6.6 No payment will be made to the Contractor for the supply of casing. (To compare tenders it will be assumed that the top 6 metres of the drillhole will be cased.) The Contractor shall install casing at his own discretion or as the Superintendent directs. Unless otherwise directed by the Superintendent, all casing shall be withdrawn from the hole before completion of the work. The Contractor shall be entitled to be paid for casing not recovered in accordance with Clause 17, Section D.	-----
<u>Access</u>	
6.7 The Contractor shall make good to the satisfaction of the Superintendent any damage caused to fences, gates, cattle grids, drains and other improvements in connection with the work.	-----

REQUIRED SPECIFICATION	TENDERED SPECIFICATION
<p><u>Employment of drilling staff</u></p> <p>6.8 The Contractor shall be required to employ and pay all persons necessary to be employed for the purpose of the Contract and provide all accommodation necessary for such persons.</p>	<p>-----</p>



## **ANNEXURE 1**

**MAPS SHOWING APPROXIMATE DRILLHOLE LOCATIONS  
WILL BE AVAILABLE FROM THE SUPERINTENDENT ON  
REQUEST**

## **PART C3 TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER**

### **1. TENDERER IDENTIFICATION DETAILS**

#### **1.1 Name of Tenderer:**

**Individual:** [Print name]

Trading Name (if applicable):

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or

**Company:** [Full name]

Trading Name (if applicable):

Name and official position of authorised officer  
completing tender:

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or

**Partnership:** [Trading Name of partnership]

Name of partner completing tender:

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#### **1.2 ABN:**

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#### **1.3 Address of Tenderer:**

*[in the case of a company, state registered office and, if  
different, principal place of business]*

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#### **1.4 Business Postal Address:**

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STD Area Code:

Telephone No.:

( )

Facsimile No:

( )

Email:

Website:

Contact Name for general enquiries:

Telephone No.:

Tenderer's reference number

## 2. ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

Note to tenderers: If submitting a hard copy Tender, execute cl. 2.2. If submitting an electronic Tender, only complete cl. 2.3.

- 2.1 Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Code; that you will comply with the Code; and that you agree to report to the Board any breaches of the Code for the duration of the Contract.
- 2.2 I affirm that this is my Tender to supply the Service sought in the RFT at the prices tendered, and in accordance with the conditions of the RFT except as expressly amended in my Tender, and that the information given in my Tender is correct:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature of tenderer (if an individual, as identified in cl. 1 Part C3)

OR

\_\_\_\_\_  
Signature of authorised officer of tenderer (as identified in cl. 1 Part C3)

OR

\_\_\_\_\_  
Signature of partner completing tender on behalf of partnership (as identified in cl. 1 Part C3)

- 2.3 If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the NSW Department of Commerce tenders website is sufficient to verify and affirm that this is your Tender to supply the Service at the prices tendered on the conditions contained in Part A, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance, by stating "Yes", is a necessary prerequisite to consideration of your Tender.

**Yes/No**

\_\_\_\_\_  
Print Name and Title