

Summary File ONLY

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

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

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

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

Tender Documents
for
Fire Line Monitoring 2006-2011
Department of Housing - Residential Sites
RFT No. 0601181

May 2006

Department of Housing
(Land and Housing Corporation)

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TENDERING

CONDITIONS OF TENDERING

[THERE ARE 10 PAGES IN THIS SECTION](#)

This section includes notices to Tenderers.

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

1 GENERAL

1.1 CONTACT PERSON

Refer requests for information or advice regarding the tender documents only to:

Name: Steve Hennessy
Telephone number: 9372 8124
Facsimile number: 9372 8144
E-mail address: steve.hennessy@commerce.nsw.gov.au

1.2 NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT

Compliance

All Tenderers must comply with the *NSW Government Code of Practice for Procurement*.

Lodgement of a tender is evidence of the Tenderer's agreement to comply with the Codes when tendering or undertaking any contract that may be awarded. If any Tenderer fails to comply, the Principal may take the failure into account when considering this or any subsequent tender by the Tenderer and may pass over such a tender.

Copies of the *NSW Government Code of Practice for Procurement* may be obtained from:

- the Treasury's Office of Financial Management website at:
http://www.treasury.nsw.gov.au/procurement/cpfp_ig.htm; or
- Tenders Section, Department of Commerce, Level 3, McKell Building, 2-24 Rawson Place, Sydney, 2000; Telephone 9372 8900.

Complaints and Reports

Complaints alleging breaches of the *NSW Government Code of Practice for Procurement* will be investigated and acted upon where substantiated. Forms to facilitate reporting alleged breaches of the Code may be obtained from the above addresses and in the Code.

Reports of alleged breaches or other complaints may be submitted to the Principal's Representative or the Contact Person.

Any complaint or any representation if a tenderer or contractor believes that it is unnecessarily precluded from tendering or penalised in any way by the contract or other terms, may be submitted to the Chairperson, State Contracts Control Board, Department of Commerce, McKell Building, 2-24 Rawson Place, Sydney, 2000.

1.3 COLLUSIVE ARRANGEMENTS

In consideration of being permitted to tender, the Tenderer promises as a fundamental condition that:

- it has no knowledge of the tender price of any other Tenderer for the work under the Contract;
- except as disclosed in the tender, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other Tenderer in relation to this tender or any Contract to be entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account;
- it has not entered into any contract, arrangement or understanding to receive any money directly or indirectly from or on behalf of any other Tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to this tender or any Contract to be entered into consequent thereon, nor will it receive any money as aforesaid;
- in the event of the Tenderer receiving any money or allowance from or on behalf of another Tenderer in relation to this tender, the Tenderer shall immediately give the Principal written notice of such an event and such money or the value of any allowance shall be held in trust for and become immediately payable to the Principal; and
- in the event of the Tenderer paying or allowing to or on behalf of a trade or industry association or another Tenderer any money in breach of these conditions, the Tenderer shall immediately give the Principal written notice of such an event and the Principal shall be entitled to deduct from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.

2 TENDERER ELIGIBILITY

2.1 ACCEPTABLE LEGAL ENTITIES

The Principal contracts only with recognised and acceptable legal entities having appropriate financial assets. Tenders submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter a contract.

The Principal does not contract with firms under any form of external administration. If a Contract is to be awarded to a Tenderer that is a trustee the Principal may require:

- security in the form of an Unconditional Undertaking, in a form and from a financial institution approved by the Principal, for an amount of up to 20% of the Contract Sum in accordance with Preliminaries Clause - **Additional Security and Obligations for Trustees**; and
- an undertaking that the Tenderer will ensure, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee.

If the Principal requires Undertakings, the Principal will advise the Tenderer of the amount required, and the Tenderer must provide to the Principal before award of any Contract a signed statement as follows:

“If (insert the legal name of the Tenderer) is awarded (insert the Contract number and description) it will provide security in the amount of (insert the security amount advised by the Principal) in accordance with Preliminaries Clause - **Additional Security and Obligations for Trustees**, and it undertakes to ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee.”

Failure of a Tenderer to provide the signed statement may result in its tender being passed over.

2.2 QUALITY MANAGEMENT

The Contract requires the provision and implementation of Inspection and Test Plans. See Preliminaries Clause - **Quality Management**.

2.3 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

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

<http://www.construction.nsw.gov.au/ohs/index.html#Publications>

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

2.4 FINANCIAL ASSESSMENT CRITERIA

The main criteria considered in financial assessment of Tenderers are:

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

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

- Net Worth exceeds 5% of the Contract Sum;
- Current Ratio exceeds 1; and
- Working Capital exceeds 10% of the Contract Sum.

Where a Tenderer is a trustee the total value of trust beneficiaries' loans to the trustee must be greater than the total value of trust beneficiaries' loans from the trustee.

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

3 CONTRACT DETAILS

3.1 INSURANCE

Works and public liability insurance

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

Other insurance

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

Policies of insurance for marine liability and professional indemnity, if specified under General Conditions of Contract Clause - **Insurance**, may need to be taken out by the Contractor with an approved insurer.

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

4 CURRENT POLICIES

4.1 GOODS AND SERVICES TAX

Prices and rates tendered must include Goods and Services Tax (GST) if it is payable. The tender must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Contract

The Tenderer must normally be registered for GST and state its ABN in the tender. A Tenderer that does not have an ABN and/or is not registered for GST, such as a Tenderer commencing business in Australia, may be considered at the Department's discretion if the Tenderer states how and when it will obtain an ABN and GST registration in the tender.

A Tenderer that wishes to enter into a Voluntary Agreement for withholding Pay as You Go taxation must say so in the tender and provide the information required for the approved form of a Voluntary Agreement as required by the A New Tax System (Pay As You Go) Act 1999.

The tender prices and rates from Tenderers that advise in their tender that they wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation will be weighted by a 10% loading in assessing tender price relativity, so as to represent the value of the Input Tax Credit which the Principal would otherwise be able to recover from GST paying Tenderers.

4.2 DISCLOSURE OF CONTRACT INFORMATION

In accordance with NSW Government policy to publicly disclose details of its contracts, the Principal may publish the following information about any Contract awarded under this tender process:

- Details of contract (description of contract to be completed or goods/services to be provided or property to be transferred; commencement date of the Contract; the period of the Contract);
- The full identity of the successful Tenderer, including details of cross ownership of relevant companies;
- The price payable by the agency and the basis for future changes in this price;
- The significant evaluation criteria and the weightings used in tender assessment; and
- Provisions for re-negotiation (where applicable).

The Principal will not disclose the following information about any Contract awarded under this tender process unless the relevant Tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required:

- The Contractor's financing arrangements;
- The Contractor's cost structure or profit margins;
- Items of the Contractor having an intellectual property characteristic (such as non-tangible property that is the result of creativity, such as patentable ideas or inventions, trademarks, copyrights and the like); and
- Any other matters where disclosure would place the Contractor at a substantial commercial disadvantage with its competitors both at the time of entering into the Contract and at any later date when there would be an effect on future competitive arrangements.

Tenderers may request that the Principal not disclose particular information included in their tender but must give the reasons for requesting this. The Principal will advise a Tenderer in contention for any Contract what information it agrees not to disclose. If the Principal and a Tenderer cannot agree about what should be disclosed, the Principal will seek the advice of the Chairperson of the State Contracts Control Board. The Principal's decision is however final and is at the Principal's absolute discretion. Neither a decision by the Principal, nor a recommendation by the Chairperson of the State Contracts Control Board under this paragraph is a decision which falls within any dispute resolution procedures specified in the Contract being tendered for.

The Principal may publish the identities of all Tenderers, but will not disclose other information included in an unsuccessful tender unless the relevant Tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required.

For contracts valued at more than \$100,000, the Principal will normally publish the names of tenderers when tenders close, and the other information specified above about the contract, on the Internet, within 60 days after award of the contract. For other contracts the Principal will disclose the specified information on request.

4.3 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

By tendering for this Contract, the Tenderer authorises the Principal to make available to other NSW Government agencies or local government authorities information including, but not limited to, any information provided by the Tenderer to the Principal and information relating to the Tenderer's performance or financial position. The Tenderer acknowledges that any information about the Tenderer, from any source, including but not limited to substantiated reports of unsatisfactory performance may be taken into account by the Principal, other NSW Government agencies or local government authorities in considering whether to offer the Tenderer opportunities for NSW Government work including but not limited to assessment of suitability for registration, pre-qualification, selective tender lists or the award of a contract.

The Principal regards the provision of information about the Tenderer to any NSW Government agency or local government authority as privileged under Section 22 of the *Defamation Act 1974*. The Principal and the State of NSW will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication.

4.4 CONTRACTOR PERFORMANCE

During the course of the Contract, the successful Tenderer's performance may be monitored and assessed.

Information on a reporting scheme is in the *Guide to Performance Reporting on Construction Contractors and All Categories of Consultants* which is available on request from the Department of Commerce tender enquiry counters or the Department's website at: <http://www.commerce.nsw.gov.au/sps/pdf/cprguide.pdf>

4.5 FINANCIAL ASSESSMENT

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

The Financial Assessor is Kingsway Financial Assessment Pty Ltd.

Submit, when required by the Financial Assessor or Principal, the financial assessment information specified in Tender Schedules - **Schedule of Financial Assessment Information**.

4.6 STATUTORY DECLARATIONS

The Contract requires the Contractor to provide the Principal with approved statutory declarations regarding payments to employees, subcontractors, including consultants and suppliers, and other matters, with all submitted claims for payment as well as at any other times when requested by the Principal, and to obtain equivalent statutory declarations or statements from certain of the Contractor's subcontractors.

Failure to do so may result in the Principal not being required to make payments otherwise due to the Contractor.

Refer to General Conditions of Contract Clause - **Payment and Security**.

4.7 UNCONDITIONAL UNDERTAKINGS - APPROVED INSTITUTIONS

For the purpose of giving Unconditional Undertakings, the Principal has approved banks, building societies, credit unions and insurance companies listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA. Lists appear on the APRA website at: <http://www.apra.gov.au/>

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

5 FURTHER INFORMATION

5.1 ADDENDA TO TENDER DOCUMENTS

Tenderers may ask for clarification of anything in the tender documents. The Principal will issue any instruction resulting from such request in writing to all Tenderers in the form of an Addendum which then becomes part of the tender documents. Similarly, should the Principal require the tender documents to be amended an Addendum will be issued. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the tender documents.

If tender documents have not been obtained directly from the Principal, Tenderers should advise the Contact Person before submitting tenders to ensure that they receive any Addendum to the original documents which may be issued.

5.2 SITE ACCESS RESTRICTIONS

Tenderers and their agents or representatives must observe the following access restrictions:

- they must obtain permission to inspect the Site from the Client's Representative through the Contact Person at least 48 hours prior to requiring access to the Site; and
- upon arrival they must introduce themselves at the Client Representative's office, at the pre-arranged time, prior to undertaking their inspection of the Site.

Tenderers should telephone the Contact Person if they wish to secure an appointment for inspections of the Site. The Contact Person may be contacted on Mondays to Fridays inclusive between 9.00 a.m. and 5.00 p.m.

The Contact Person will be available at those times to answer any Tenderer's queries regarding the Contract.

6 PREPARATION OF TENDERS

6.1 ALTERNATIVE TENDERS

Submit a conforming tender, in full compliance with the work as specified without any conditions or qualifications attached.

The Principal may consider other alternative tenders, provided the alternative tender meets the scope, functional intent and design intent described in the tender documents. Where such an alternative tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it differs from the detailed requirements of the tender documents.

7 SUBMISSION OF TENDERS

7.1 DOCUMENTS TO BE LODGED

The following documents need to be completed and lodged by the Tenderer: -

- Tender Form
- Schedule of Prices
- Schedule of Quarterly Prices
- Schedule of Rates for Additional Work, Oncost and Support Services
- Schedule of Occupational Health and Safety Management Information
- Schedule of Financial Assessment Information (submit when requested)
- Undertaking to Comply with Code of Practice for Procurement

Supply all the information called for in the tender documents. Where any alternative tender is required or permitted under Clause **Alternative Tenders**, submit alternative tender schedules where the information submitted for the conforming tender differs for the alternative(s). Clearly identify each schedule and the alternative to which they apply.

Where applicable, refer to each Addendum on the Tender Form to indicate that the tender allows for the instructions given in the Addendum.

7.2 LODGEMENT PROCEDURE

Lodge the Tender Form, Tender Schedules marked "Submit With Tender Form" and other required documents and information by the date and time given in the advertisement or other invitation, by lodging through the eTendering system, in a Tender Box or by Facsimile.

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

Submit when requested, by the date, time and method stipulated in the request, Tender Schedules marked "Submit When Requested" and any other information requested and required to allow further consideration of the tender. Failure to meet this requirement may result in the tender being passed over or evaluated without the additional information.

7.3 ETENDERING

The NSW Government electronic tendering system has the capacity to allow viewing of documents, downloading or ordering of Requests for Tender (RFT) documents (that is tender documents), and the lodgement of tenders.

Tenderers are encouraged to obtain RFT documents and lodge tenders through the eTendering website at: <https://tenders.nsw.gov.au/commerce>

Legal status

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

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

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

Electronic Format for Submissions

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

File Compression

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

Change of Tender Form Text

Tenderers must not change existing text in electronic Tender Form or Schedules other than to insert the required information.

7.4 TENDER BOX

The tender may be lodged in the Tender Box at: -

NSW Department of Commerce, Head Office, Level 3, McKell Building, 2-24 Rawson Place, Sydney, NSW, 2000

Lodge the tender in a sealed envelope addressed to the Secretary of the Tender Opening Committee and marked with “**RFT-0601181, Tender for Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites**” and the closing date and time.

7.5 FACSIMILE

The tender may be lodged through the facsimile number **(02) 9372 8974**.

Address the tender to the Secretary of the Tender Opening Committee and mark the first page of the facsimile with “**Tender for Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites**” and the closing date and time.

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

7.6 ALTERNATIVE TENDER BOX AND FACSIMILE NUMBER

The tender may also be lodged before the time for close of tenders in the Tender Box or by facsimile at any of the following locations:

Sydney Region Office,
Level 7, Level 7, Civic Tower,
66-72 Rickard Road,
Bankstown NSW 2200
Facsimile Number: (02) 9795 0772

7.7 LATE TENDERS

In accordance with the *NSW Government Code of Practice for Procurement*, late tenders will not be accepted, except where the integrity and competitiveness of the tendering process will not be compromised.

Late tenders will generally not be considered for acceptance if they are:

- hand delivered, including courier deliveries;
- received through Australia Post unless the envelope is clearly postmarked or time stamped with a date or time and date before the time and date of tender closing; or
- received by an electronic communication dispatched after close of tenders.

8 PROCEDURES AFTER CLOSING OF TENDERS

8.1 INFORMAL TENDERS

Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender documents may be passed over.

8.2 EVALUATION OF TENDERS

In addition to prices/rates tendered, the Principal may take into consideration the following criteria in the evaluation of tenders and value for money:

- whole-of-life costs, including costs of disposal;
- ability to meet *NSW Government Code of Practice for Procurement* requirements;
- innovation offered;
- delivery times offered;
- quality offered;
- previous performance of Tenderer, and proposed personnel and subcontractors;
- relevant experience of Tenderer, and proposed personnel and subcontractors;
- capability and capacity of Tenderer, including current commitments, and technical, management, resource and organisational capability and capacity;
- Tenderer's financial capacity (as a pass/fail criterion - refer to Clause **Financial Assessment**);
- Tenderer's occupational and health and safety management practices and performance;

- Tenderer's workplace and industrial relations management practices and performance, including training management;
- Tenderer's environmental management practices and performance;
- Tenderer's stakeholder, customer and community relations practices and performance;
- value adding components such as economic, social and environmental development initiatives, if appropriate and relevant to the procurement; and
- conformity of tender with requirements.

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

The evaluation of tenders will take into account relevant information from any source, at the sole discretion of the Principal. The Principal may treat any detail required by the tender documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirement. The Principal may assess any such detail in the way least favourable to the Tenderer.

8.3 ACCEPTANCE OF TENDER

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

The Principal is not bound to accept the lowest or any tender.

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

8.4 PROTECTION OF PRIVACY

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

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

END OF SECTION – CONDITIONS OF TENDERING

TENDER SCHEDULES

THERE ARE 13 PAGES IN THIS SECTION

1 TENDER FORM

Location and facsimile no. of
Tender Closing Office:

**NSW Department of Commerce, Head Office,
Level 3, McKell Building,
2-24 Rawson Place, Sydney, NSW, 2000**

Facsimile number **(02) 9372 8974**

Name of Tenderer
(in block letters):

A.B.N.
(if applicable):

Address:

Telephone number:

Facsimile number:

e-mail address:

hereby tender(s) to perform the work for

**Fire Line Monitoring 2006-2011 Department of Housing -
Residential Sites**

(Contract No. 0601181)

in accordance with the following documents:

TENDER DOCUMENTS - SPECIFICATION

and Addenda Numbers:

For the lump sum of:

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites

Contract No: 0601181

Revision Date: 19/05/06

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2 SCHEDULE OF PRICES

(SUBMIT WITH TENDER FORM)

Insert the amount allowed for each of the following items. If any item is not applicable, insert "nil".
Insert any item not included. The amounts are to equal the totals for each property site on the **Schedule of Quarterly Prices**.

This Schedule is for information only and does not form part of the Contract. Its purpose is to assist in evaluating tenders and making valuations of work and services carried out, but the Principal is not bound to use it. Subject to the Contract requirements, the Principal intends to pay the amounts tendered for each quarter in this Schedule and the **Schedule of Quarterly Prices**, to suit the work and services completed and payments claimed, one quarter in advance of the completion of the work and services required in that quarter.

All amounts must include GST.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

TENDER SCHEDULES

Item No.	Description	Amount
1.	Provision of management plans and associated documents	\$.....
2.	Provision of Automatic Alarm Signalling Equipment, primary and alternative Communication Links, power supplies, monitoring services, on-site technical support service and payments to NSW Fire Brigades (not covered in the rates in the Schedule of Rates for Additional Work, Oncost and Support Services and allowing for the recompensing by the Principal for the payments made by the Contractor to the NSW Fire Brigades), incident and monthly reports, annual assessments and statements, and co-ordination of any changeover and transfer of Communication Links at the following property sites -	
2.1	Turanga 1 Phillip St Waterloo	\$.....
2.2	Matavia 3 Phillip St Waterloo	\$.....
2.3	Solander 180 Pitt St Waterloo	\$.....
2.4	James Cook 200 Pitt St Waterloo	\$.....
2.5	Joseph Banks 249 George St Waterloo	\$.....
2.6	Marton 149 Cope St Waterloo	\$.....
2.7	Drysdale 232 Pitt St Waterloo	\$.....
2.8	Dobell 33 John St Waterloo	\$.....
2.9	Northcott 40 Belvoir St Surry Hills	\$.....
2.10	The Pottery 33 Belvoir St Surry Hills	\$.....
2.11	Kendall 43 Morehead St Redfern	\$.....
2.12	Gillmore 55 Morehead St Redfern	\$.....
2.13	Lawson 57 Morehead St Redfern	\$.....
2.14	Purcell 55 Young St Redfern	\$.....
2.15	McKell 55 Walker St Redfern	\$.....
2.16	Rooming House 80 Flinders St Surry Hills	\$.....
2.17	138 Flinders St Darlinghurst	\$.....
2.18	Gav Court 267-271 Chalmers St Redfern	\$.....
2.19	547 Crown St Surry Hills	\$.....
2.20	Poplar 2 Poplar St Surry Hill	\$.....
2.21	Sirius 36-50 Cumberland St The Rocks	\$.....
2.22	225 Bourke St Darlinghurst	\$.....
2.23	220 Victoria St Kings Cross	\$.....

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites

Contract No: 0601181

Revision Date: 19/05/06

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TENDER SCHEDULES

Item No.	Description		Amount
2.24	Rooming House	60 Argyle St Millers Point	\$.....
2.25	Rooming House	71 Kent St Millers Point	\$.....
2.26	Dalgety Terraces	7 Dalgety Terrace Millers Point	\$.....
2.27		73 Windmill St Millers Point	\$.....
2.28		82-84 Windmill St Millers Point	\$.....
2.29	Community Centre	49 McEihone St Woolloomooloo	\$.....
2.30	Sydney City Mission	92-94 Victoria St Potts Pt	\$.....
2.31	Hostel for Men	94 Kent St Sydney	\$.....
2.32	Hostel for Men	119 Kent St Sydney	\$.....
2.33	Womans Hostel	164 Victoria St Potts Point	\$.....
2.34		86-114 Bowman St Pyrmont	\$.....
2.35		4-10 Dowling St Woolloomooloo	\$.....
2.36		2-6 Francis St East Sydney	\$.....
2.37	Stuart House	65 New Orleans Cr Maroubra	\$.....
2.38		130 Glebe Point Rd Glebe	\$.....
2.39		6-10 Minoque St Forest Lodge	\$.....
2.40	Elise	86-88 Derwent St Glebe	\$.....
2.41	Jonna O'Dea	23 Pyrmont Bridge Rd Camperdown	\$.....
2.42	Golden Grove	38 Forbes St Newtown	\$.....
2.43		31 Station St Newtown	\$.....
2.44	Rathlin	55 Livingstone Rd Petersham	\$.....
2.45	Moorabin	99 Lilyfield Rd Lilyfield	\$.....
2.46		3-5 Florence Ave Eastlakes	\$.....
2.47		16-18 Maloney St Rosebery	\$.....
2.48		1679 Botany Rd Banksmeadow	\$.....
2.49		21 Wattle St West Ryde	\$.....
2.50		17-19 Christie St, St Leonards	\$.....
2.51	Archer Court	17 Nicholson St Wollstonecraft	\$.....
2.52	Greenway Building A	4 Ennis Rd Milsons Point	\$.....
2.53	Greenway Building B	4 Ennis Rd Milsons Point	\$.....
2.54	Greenway Building C	4 Ennis Rd Milsons Point	\$.....
2.55	Greenway Building D	4 Ennis Rd Milsons Point	\$.....
2.56	Lincoln	2-4 Washington Ave Riverwood	\$.....
2.57	Jefferson	2-4 Roosevelt Ave Riverwood	\$.....
2.58	Achernar	24-26 Victoria St Burwood	\$.....

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites

Contract No: 0601181

Revision Date: 19/05/06

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TENDER SCHEDULES

Item No.	Description	Amount
2.59	Phoebe House 220 Forest Rd Arncliffe	\$.....
2.60	Valley View Block 1 33 Sturt St Telopea	\$.....
2.61	Valley View Block 2 31 Sturt St Telopea	\$.....
2.62	Valley View Block 3 29 Sturt St Telopea	\$.....
2.63	51 Moonee St Coffs Harbour	\$.....
TOTAL OF TENDERED LUMP SUM: (to equal lump sum on Tender Form)		\$..... .

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites

Contract No: 0601181

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TENDER SCHEDULES

3 SCHEDULE OF QUARTERLY PRICES

(SUBMIT WITH TENDER FORM)

Complete the Schedule by inserting the amount allowed for the work and services specified on the **Schedule of Prices** for each property site for each period and the totals. The totals for each property site will equal the amounts on the **Schedule of Prices**. This Schedule is for information only and does not form part of the Contract. Its purpose is, and the amounts and totals will be used, to evaluate tenders to assist in evaluating tenders and making valuations of work and services carried out as specified on the **Schedule of Prices**. All amounts must include GST.

No.	Property site Name	Address	Year 1 July Qtr	July06- Oct Qtr	June07 Jan Qtr	Apr Qtr	Year 2 July Qtr	July07- Oct Qtr	June08 Jan Qtr	Apr Qtr	Year 3 July Qtr	July08- Oct Qtr	June09 Jan Qtr	Apr Qtr	Year 4 July Qtr	July09- Oct Qtr	June10 Jan Qtr	Apr Qtr	Year 5 July Qtr	July10- Oct Qtr	June11 Jan Qtr	Apr Qtr	Total
1	Turanga	1 Phillip St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Matavia	3 Phillip St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Solander	180 Pitt St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	James Cook	200 Pitt St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Joseph Banks	249 George St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Marton	149 Cope St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	Drysdale	232 Pitt St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Dobell	33 John St Waterloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	Northcott	40 Belvoir St Surry Hills	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	The Pottery	33 Belvoir St Surry Hills	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11	Kendall	43 Morehead St Redfern	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
12	Gillmore	55 Morehead St Redfern	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13	Lawson	57 Morehead St Redfern	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
14	Purcell	55 Young St Redfern	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
15	McKell	55 Walker St Redfern	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
16	Rooming House	80 Flinders St Surry Hills	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
17		138 Flinders St Darlinghurst	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
18	Gav Court	267-271 Chalmers St Redfern	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
19		547 Crown St Surry Hills	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
20	Poplar	2 Poplar St Surry Hill	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
21	Sirius	36-50 Cumberland St The Rocks	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
22		225 Bourke St Darlinghurst	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

TENDER SCHEDULES

No.	Property site Name	Address	Year 1 July Qtr	July06- Oct Qtr	June07 Jan Qtr	Apr Qtr	Year 2 July Qtr	July07- Oct Qtr	June08 Jan Qtr	Apr Qtr	Year 3 July Qtr	July08- Oct Qtr	June09 Jan Qtr	Apr Qtr	Year 4 July Qtr	July09- Oct Qtr	June10 Jan Qtr	Apr Qtr	Year 5 July Qtr	July10- Oct Qtr	June11 Jan Qtr	Apr Qtr	Total
23		220 Victoria St Kings Cross	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
24	Rooming House	60 Argyle St Millers Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
25	Rooming House	71 Kent St Millers Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
26	Dalgety Terraces	7 Dalgety Terrace Millers Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
27		73 Windmill St Millers Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
28		82-84 Windmill St Millers Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
29	Community Centre	49 McEihone St Woolloomooloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
30	Sydney City Mission	92-94 Victoria St Potts Pt	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
31	Hostel for Men	94 Kent St Sydney	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
32	Hostel for Men	119 Kent St Sydney	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
33	Womans Hostel	164 Victoria St Potts Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
34		86-114 Bowman St Pyrmont	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
35		4-10 Dowling St Woolloomooloo	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
36		2-6 Francis St East Sydney	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
37	Stuart House	65 New Orleans Cr Maroubra	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
38		130 Glebe Point Rd Glebe	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
39		6-10 Minoque St Forest Lodge	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
40	Elise	86-88 Derwent St Glebe	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
41	Jonna O'Dea	23 Pyrmont Bridge Rd Camperdown	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
42	Golden Grove	38 Forbes St Newtown	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
43		31 Station St Newtown	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
44	Rathlin	55 Livingstone Rd Petersham	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
45	Moorabin	99 Lilyfield Rd Lilyfield	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
46		3-5 Florence Ave Eastlakes	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

TENDER SCHEDULES

No.	Property site Name	Address	Year 1 July Qtr	July06- Oct Qtr	June07 Jan Qtr	Apr Qtr	Year 2 July Qtr	July07- Oct Qtr	June08 Jan Qtr	Apr Qtr	Year 3 July Qtr	July08- Oct Qtr	June09 Jan Qtr	Apr Qtr	Year 4 July Qtr	July09- Oct Qtr	June10 Jan Qtr	Apr Qtr	Year 5 July Qtr	July10- Oct Qtr	June11 Jan Qtr	Apr Qtr	Total
47		16-18 Maloney St Rosebery	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
48		1679 Botany Rd Banksmeadow	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
49		21 Wattle St West Ryde	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
50		17-19 Christie St, St Leonards	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
51	Archer Court	17 Nicholson St Wollstonecraft	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
52	Greenway Building A	4 Ennis Rd Milsons Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
53	Greenway Building B	4 Ennis Rd Milsons Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
54	Greenway Building C	4 Ennis Rd Milsons Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
55	Greenway Building D	4 Ennis Rd Milsons Point	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
56	Lincoln	2-4 Washington Ave Riverwood	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
57	Jefferson	2-4 Roosevelt Ave Riverwood	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
58	Achernar	24-26 Victoria St Burwood	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
59	Phoebe House	220 Forest Rd Arncliffe	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
60	Valley View Block 1	33 Sturt St Telopea	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
61	Valley View Block 2	31 Sturt St Telopea	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
62	Valley View Block 3	29 Sturt St Telopea	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
63		51 Moonee St Coffs Harbour	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Total \$
(to equal sum of totals for Item 2 on **Schedule of Prices**)

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

4 SCHEDULE OF RATES FOR ADDITIONAL WORK, ONCOST AND SUPPORT SERVICES

(SUBMIT WITH TENDER FORM)

Complete the Schedule by inserting the tendered rates under Rate and the hours in Item 4. The rates tendered will form part of the Contract. The rates will be used to evaluate tenders and value the work and services carried out. All amounts must include GST.

Item No.	Description	Unit	Rate
1.	Prices for additional Department of Housing property sites added to the Site, for the provision of Automatic Alarm Signalling Equipment, primary and alternative Communication Links, power supplies, and co-ordination of any changeover and transfer of Communication Links along with monitoring services, on-site technical support service and payments to NSW Fire Brigades (not covered in the rates in Item 3 of this Schedule and allowing for the recompensing by the Principal for the payments made by the Contractor to the NSW Fire Brigades), incident and monthly reports, and annual assessments and statements as part of the Contract, for:		
1.1.1	- Year 1 for July-September quarter	Property site	\$.....
1.1.2	- Year 1 for October-December quarter	Property site	\$.....
1.1.3	- Year 1 for January-March quarter	Property site	\$.....
1.1.4	- Year 1 for April-June quarter	Property site	\$.....
1.2.1	- Year 2 for July-September quarter	Property site	\$.....
1.2.2	- Year 2 for October-December quarter	Property site	\$.....
1.2.3	- Year 2 for January-March quarter	Property site	\$.....
1.2.4	- Year 2 for April-June quarter	Property site	\$.....
1.3.1	- Year 3 for July-September quarter	Property site	\$.....
1.3.2	- Year 3 for October-December quarter	Property site	\$.....
1.3.3	- Year 3 for January-March quarter	Property site	\$.....
1.3.4	- Year 3 for April-June quarter	Property site	\$.....
1.4.1	- Year 4 for July-September quarter	Property site	\$.....
1.4.2	- Year 4 for October-December quarter	Property site	\$.....
1.4.3	- Year 4 for January-March quarter	Property site	\$.....
1.4.4	- Year 4 for April-June quarter	Property site	\$.....
1.5.1	- Year 5 for July-September quarter	Property site	\$.....
1.5.2	- Year 5 for October-December quarter	Property site	\$.....
1.5.3	- Year 5 for January-March quarter	Property site	\$.....
1.5.4	- Year 5 for April-June quarter	Property site	\$.....
2.	%age as oncost (where payment will be the %age of the payments made to the NSW Fire Brigades plus GST) for processing the payment of process charges imposed by NSW Fire Brigades for its responses to events deemed to be false alarms (where costs not covered in the prices in the Schedule of Prices)	%%
3.	Provision of on-site technical support service (where costs not covered in the prices in the Schedule of Prices):		

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

TENDER SCHEDULES

Item No.	Description	Unit	Rate
3.1	On-site technical support service fee - in normal working hours to attend the Site for ASE – Communication link failure	Service Call	\$.....
3.2	On-site technical support service hourly rate - for on-site labour in normal working hours to attend to ASE – Communication link failure, with minimum number of hours chargeable for a service call of _____ hours (detail)	Hour	\$.....
3.3	On-site technical support service fee - outside normal working hours to attend the Site for ASE – Communication link failure	Service Call	\$.....
3.4	On-site technical support service hourly rate - for on-site labour outside normal working hours to attend to ASE – Communication link failure, with minimum number of hours chargeable for a service call of _____ hours (detail)	Hour	\$.....
4.	%age of the prices in the Schedule of Prices and the rates above added to them if the Principal exercises the option to extend the period for the provision of the work and services for:		
4.1	- Year 6 (add to prices for Year 5 in the Schedule of Prices and rates in item 1.5.1 to 1.5.4 of this schedule for additional sites added.)	%%
4.2	- Year 7 (add to prices for Year 5 in the Schedule of Prices)	%%
4.3	- Year 8 (add to prices for Year 5 in the Schedule of Prices)	%%
4.4	- Year 9 (add to prices for Year 5 in the Schedule of Prices)	%%
4.5	- Year 10 (add to prices for Year 5 in the Schedule of Prices)	%%

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites

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5 SCHEDULE OF OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT INFORMATION

(SUBMIT WITH TENDER FORM)

Provide the documents and information specified below in accordance with Conditions of Tendering Clause - **Occupational Health and Safety Management**.

Evidence of Satisfactory OHS Management

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

Tenderer's Client	Name & location of contract (E.g. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles Shopping Centre; 3 Storey Block of Units, Penrith)	Contract Price	Start Date	Completion Date

WHEN REQUESTED, submit the following additional information (as nominated in the request) for three contracts selected from the above list, demonstrating satisfactory management of occupational health and safety by the Tenderer for the contracts:

- client referee reports (including NSW Government agency Contractor Performance Reports) commenting on the Tenderer's performance in relation to occupational health and safety management, identifying the referee's name, position, organisation, and telephone and email contact details; **or**
- copy of a third party audit report or internal audit report; **or**
- copy of a site safety inspection report; **or**
- copy of an OHS Management Plan; **or**
- copies of three relevant Safe Work Method Statements; **or**
- copies of the minutes of three toolbox meetings.

Recent OHS Prosecutions and Fines

Provide details of all OHS related prosecutions and fines imposed on the Tenderer in Australia during the last two years and a description of the actions taken by the Tenderer to amend or revise its OHS management system and OHS management in response to the breach(es) of the *OHS Act 2000* or equivalent that led to each prosecution and fine.

Where applicable state no prosecutions and fines have been imposed.

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

6 SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

(SUBMIT WHEN REQUESTED BY PRINCIPAL OR FINANCIAL ASSESSOR)

Provide the documents and information specified below in accordance with Conditions of Tendering Clause - **Financial Assessment**.

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

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Fire Line Monitoring 2006-2011 Department of Housing - Residential Sites

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7 UNDERTAKING TO COMPLY WITH CODE OF PRACTICE FOR PROCUREMENT

(SUBMIT WITH TENDER FORM)

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

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

Name (in block letters): (Authorised Officer)

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END OF SECTION – TENDER SCHEDULES

SPECIFICATION

1 GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

THERE ARE 21 PAGES IN THIS SECTION

GENERAL CONDITIONS OF CONTRACT - MINOR WORKS

1. DEFINITIONS

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



2. CONTRACT

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

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

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

3. DESIGN AND CONSTRUCTION

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

3.2 Where it is incomplete the Contractor is to undertake design as part of the Works, and develop and/or complete the Principal's design and, where specified in the Annexure, progressively submit the completed design comprising drawings, specifications, calculations and any statutory certificates required to the Principal's Representative within the period stated in the Annexure.

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

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

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

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

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

4 CARE OF THE WORKS AND OTHER PROPERTY

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

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

The Contractor is also liable for damage caused by the Contractor after Completion of the Works, including during any Defects Liability Period.

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

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

5. INSURANCE

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

If any subcontractor is not legally able to have Workers Compensation insurance, the Contractor shall ensure that the subcontractor holds or takes out a Personal Accident Insurance Policy with a minimum cover for death and permanent disability of \$400,000, and \$800 each week for temporary disablement, before commencing any work under the Contract.

5.2

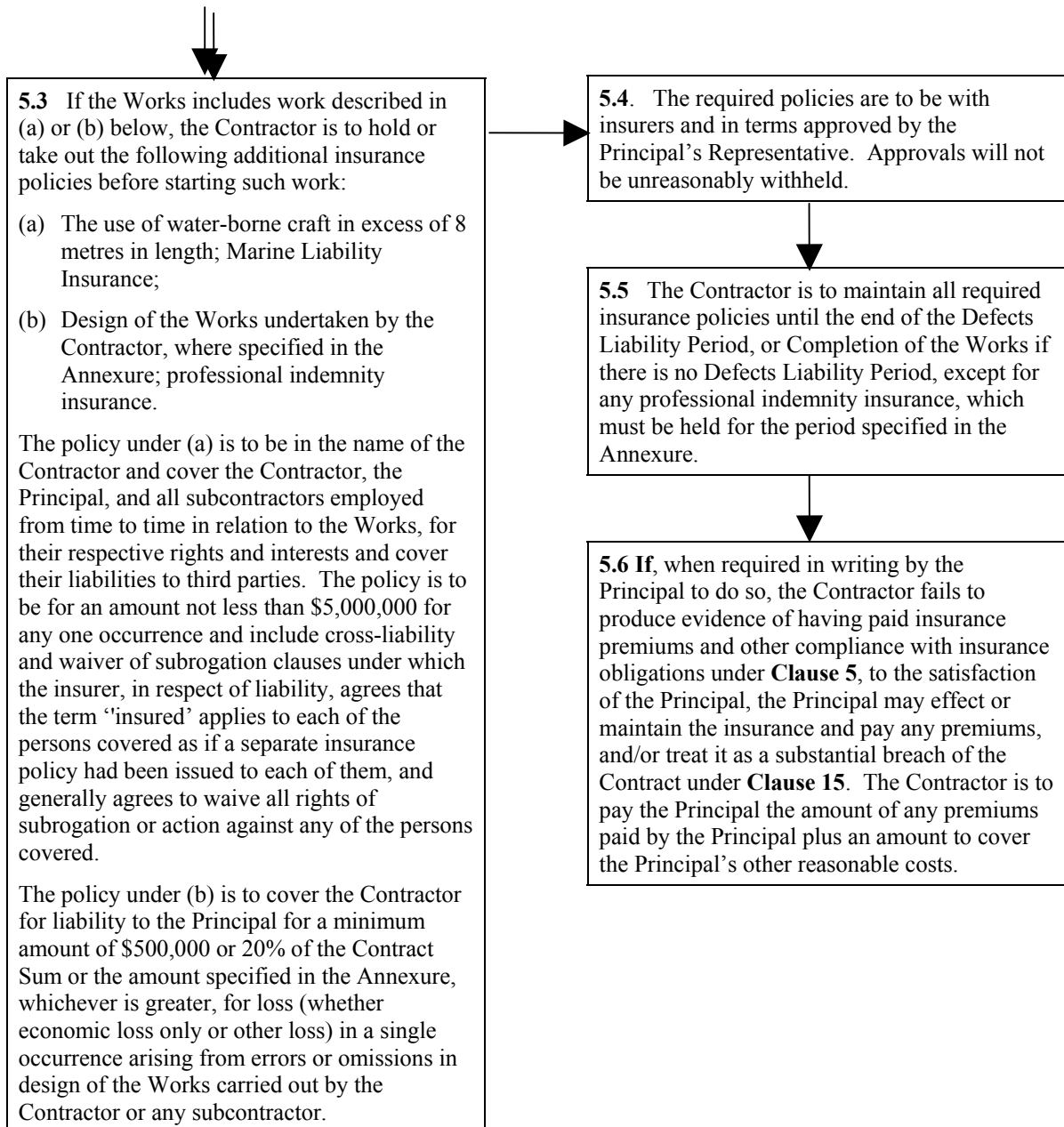
The Contractor, before commencing work on the Site, is to hold or take out policies of insurance covering the Contractor, Principal and subcontractors as insured for:

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

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

Go to **5.3**

5. INSURANCE (CONT'D)



6 SITE AND POSSESSION

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

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

6.3 The Contractor is to begin work on the Site as soon as practicable after being given possession of sufficient of the Site by the Principal, and implement a security system for the Site to prevent unauthorised entry to restricted areas and work sites.

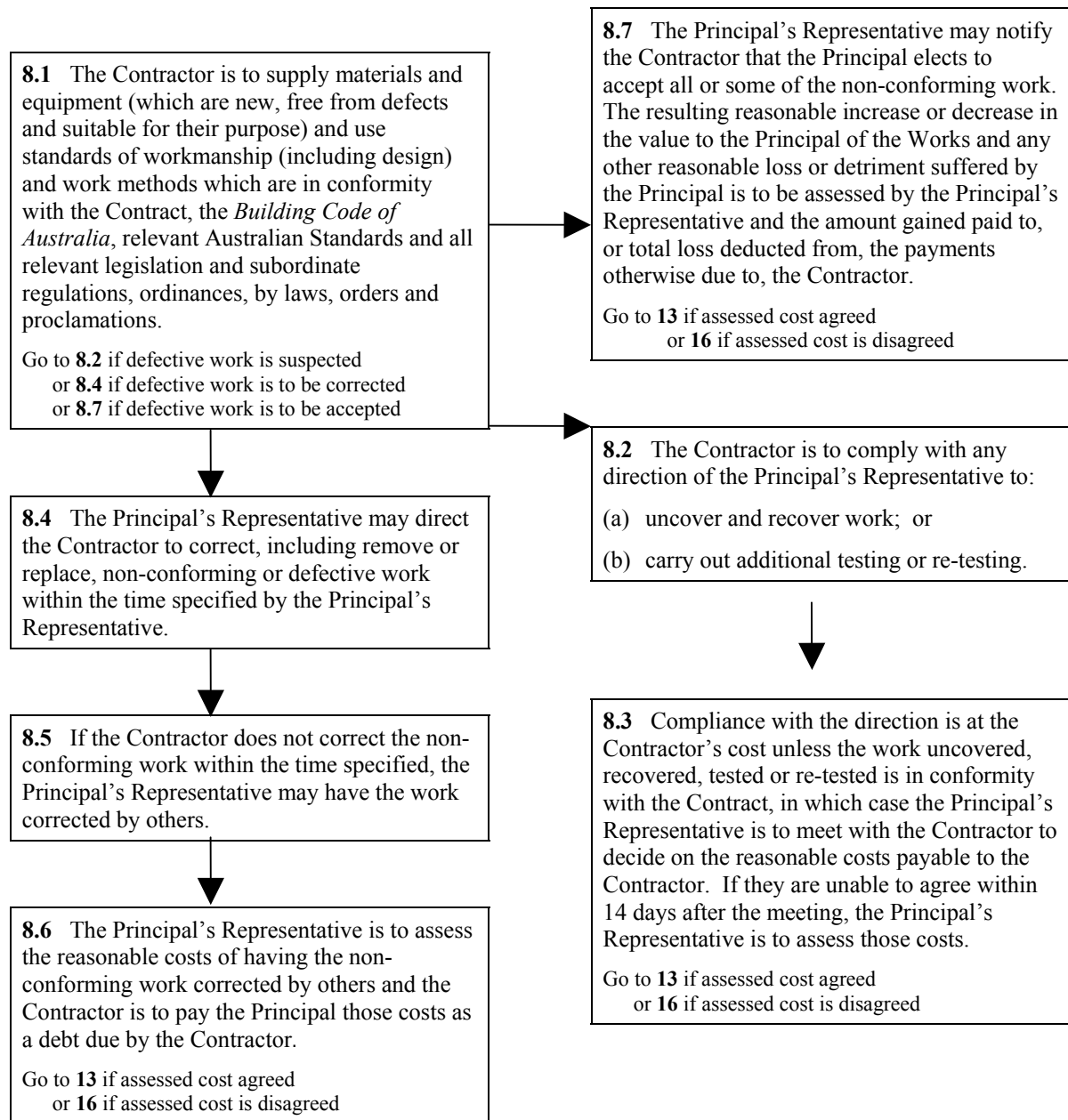
6.4 The Contractor is to give the Principal's Representative, agents and other contractors reasonable access to the Site for any purpose.

7. SITE CONDITIONS

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

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

8. NON-CONFORMING WORK



9. VARIATIONS

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

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

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

Go to **13** if assessed amount agreed
or **16** if assessed amount is disagreed

10. SUSPENSION

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

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

Go to **13** if assessed cost agreed
or **16** if assessed cost is disagreed

10.3 The Contractor is to recommence the suspended parts of carrying out the Works as soon as practicable after being directed to do so by the Principal's Representative.

11. COMPLETION OF THE WORKS

11.1 The Contractor is to carry out the Works with due expedition and without undue delay, and Complete the Works within the period stated in the Annexure which starts on the date of being given possession of sufficient of the Site unless specified otherwise in the Annexure.

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

11.3 The Principal's Representative is to:

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

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

The Contract conditions apply separately to each part of the Works and work under the Contract identified in the Annexure as a Milestone, and references to the Works and work under the Contract shall apply to so much of the Works and work under the Contract as is included in each of the relevant Milestones identified.

If a part of the Works and/or work under the Contract has reached Completion, but another part has not reached Completion, and the parties cannot agree upon the creation of another Milestone, the Principal's Representative may determine that the respective parts are Milestones.

12. DELAY IN COMPLETION

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

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

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

Go to **16** if assessed extension of time is disagreed

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

13. PAYMENT AND SECURITY

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

Each month or when a Milestone is Complete (as applicable), the amount that the Contractor is entitled to claim and be paid is the sum of:

- (a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work carried out to the date of the claim for payment or with the Milestone;
- (b) for work for which the Principal accepted a lump sum, an instalment of that lump sum which reflects the value of the work carried out to the date of the claim for payment or the percentage applied as stated in the Annexure for the Milestone;
- (c) for any additions for which the Principal has agreed or assessed an amount in writing or for which an amount has been finally determined by an Expert under **Clause 16**, an instalment of that amount which reflects the value of the work carried out to the date of the claim for payment,

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

Go to **13.2** for payments and **13.8** on Completion

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

13.8 When the Works are Complete or as otherwise specified in the Annexure an amount of 2.5% of the Contract Sum is to be retained by the Principal or provided by the Contractor against the due and proper performance of the Contract.

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

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

13.10 When there is no Defects Liability Period, 12 months after the Completion of the Works the Principal will pay the Contractor the retention moneys or return any such Unconditional Undertakings less any amounts the Contractor is to pay the Principal.

13.3 Within 10 business days after receipt of the Contractor's payment claim, the Principal is to provide to the Contractor a payment schedule identifying the claim to which it relates and stating the payment, if any, which the Principal will be making. If the payment is to be less than the amount claimed by the Contractor the payment schedule is to indicate why it is less.

For the purposes of this Clause a business day is any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.



13.4 Any claim by the Contractor on the Principal is to be made within 28 days after the date of the Principal's Representative's written notice of Completion under **Clause 11.3**. All claims whatsoever by the Contractor against the Principal made after that time are barred.

However, if the Contract includes a Defects Liability Period, and the Contractor has a claim against the Principal because of an assessment under **Clause 14.4** or because of an event that occurred during the Defects Liability Period, the Contractor may make that claim up to 28 days after the end of the Defects Liability Period. If the claim is made after that time it is barred.



13.5 Payment is to be made within 21 days after the Contractor's written claim or 7 days after the statutory declaration is provided, whichever is the later. If the Contractor breaches **Clause 13.2**, the Principal is not obliged to make any payment to the Contractor while the breach continues.

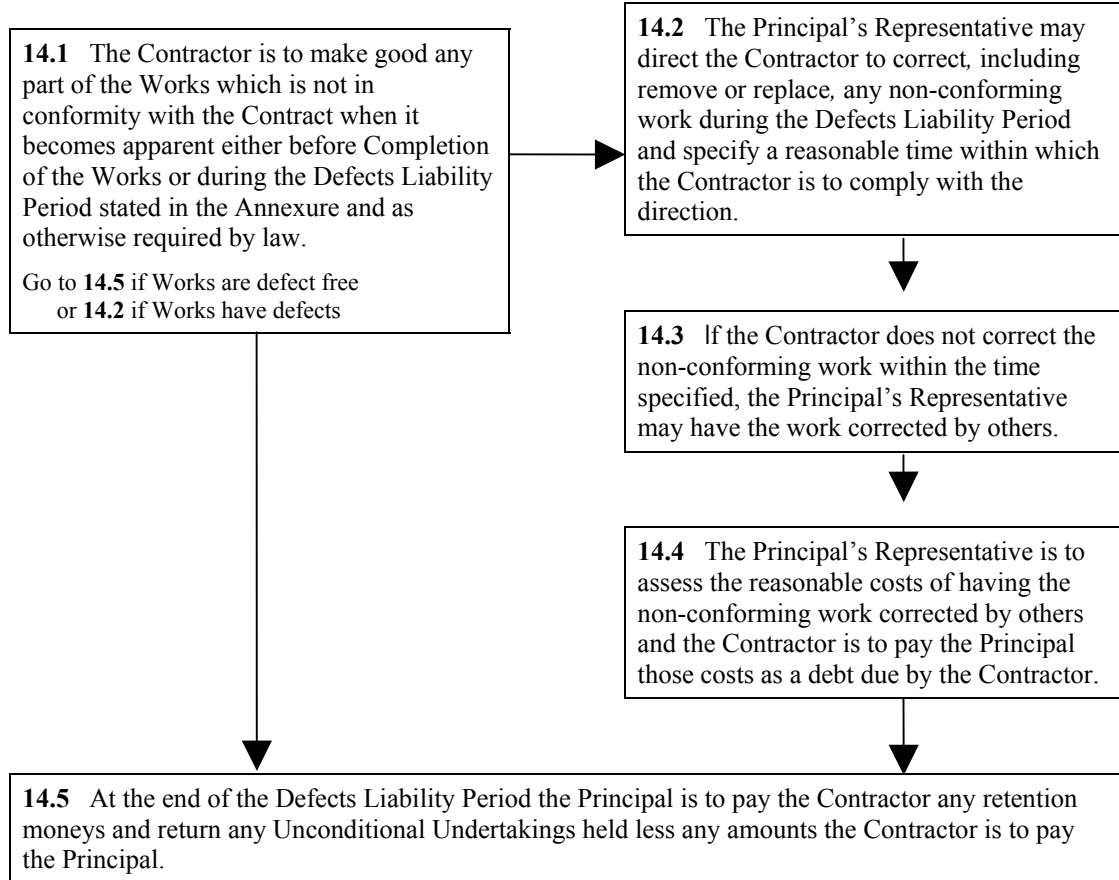


13.6 Unless stated otherwise, all payments by the Principal to the Contractor are to be made by Electronic Funds Transfer to a bank, building society or credit union account nominated by the Contractor. No payment is due to the Contractor until details of the nominated account (name of financial institution,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

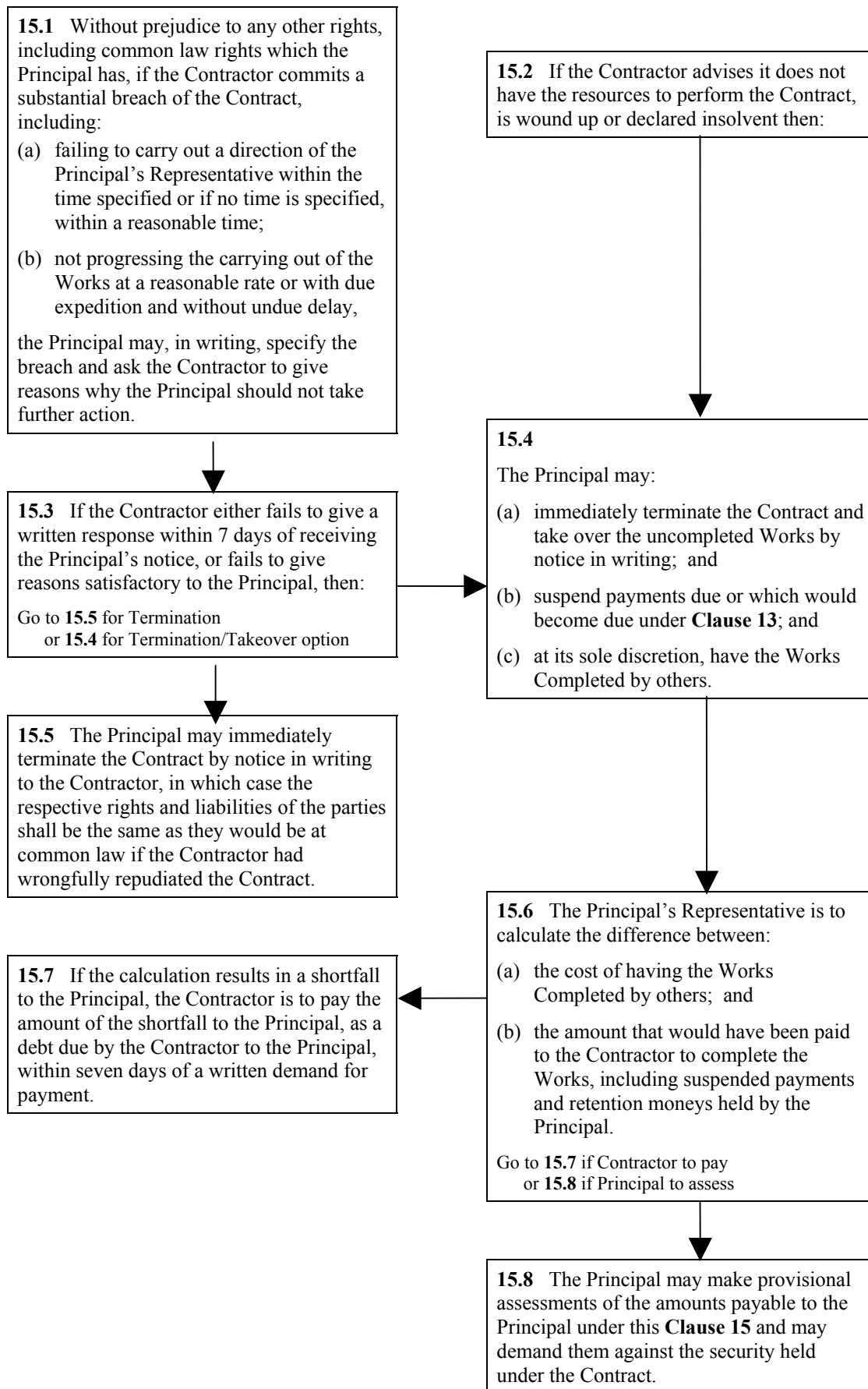


13.7 Payment is not evidence of the value of work or an admission of liability or that the work is satisfactory but is a payment on account only.

14. DEFECTS LIABILITY PERIOD



15. DEFAULT AND INSOLVENCY



16. DISPUTES

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

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

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

16.3 If the dispute is not resolved within 14 days after the notice providing all other particulars of the dispute, or another period agreed by the parties, the parties are to appoint an independent Expert.

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

16.4 The person nominating the Expert is not to nominate:

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

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

- (a) the dispute being referred to the Expert for a decision;
- (b) the Expert's fees;
- (c) the procedures detailed in this Clause 16; and
- (d) any other matters which are relevant to the appointment.

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



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

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



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

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

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

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

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

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



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



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

- (a) The parties are to treat each determination of the Expert as final and binding and give effect to it.
- (b) If the Expert decides that one party owes the other party money, subject to **Clause 13** that party is to pay the money within 28 days of the receiving the decision of the Expert.

17. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE

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

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

- (a) the value of all work carried out (as determined in **clause 13**) up to the date of the termination notice takes effect; plus
- (b) 2% of the difference between the total of all amounts paid and payable to the Contractor under (a) and the Contract Sum, adjusted by any amounts the Principal has agreed or assessed in writing, or amounts finally determined under **Clause 16**.

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

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

SCHEDULE 1

APPROVED FORM OF UNCONDITIONAL UNDERTAKING

(Clause 13.9)

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

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

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

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

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

DATED at this day
of 20 ..

.....
[Signature]

.....
[Print name of person signing the Undertaking]

.....
[Position / Title]

SCHEDULE 2

Statutory Declaration

Oaths Act (NSW)
Ninth Schedule

Definitions

The Principal is

The Contractor is

CAN/ABN.....

The Contract is Contract No.

Contract Title.....

dated(date the Principal accepted the tender) between the party identified as the Principal and the party identified as the Contractor.

Declaration

Full name I,

Address of

do hereby solemnly declare and affirm that:

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

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

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

- 3 All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.
- Relevant employees are those engaged in carrying out the work done in connection with the Contract.
- Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127(6) of the Industrial Relations Act 1996].

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

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

and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

WORKERS COMPENSATION INSURANCE OF THE CONTRACTOR'S WORKERS

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

WORKERS COMPENSATION INSURANCE FOR WORKERS OF SUBCONTRACTORS

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

EMPLOYER UNDER THE PAY-ROLL TAX ACT

- 11 The Contractor is registered as / is not required to be registered as an employer under the Pay-roll Tax Act 1971.
- 12 All pay-roll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid.
- 13 The Contractor is / is not a principal contractor for work done in connection with the Contract, as defined in section 31G of the Pay-roll Tax Act 1971.
- 14 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 31H of the Pay-roll Tax Act 1971 in the capacity of principal contractor in connection with that work to the intent that all pay-roll tax payable by each subcontractor in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory declaration has been paid.
- 15 I am aware that the Pay-roll Tax Act requires any written statement provided by subcontractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

PAYMENTS TO SUBCONTRACTORS

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

1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

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

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

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

Signature of
Declarant

declared at

Place

on.....

Date before me

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

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

Notes:

1. In this declaration:

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

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

- (a) where the declaration is sworn within the State of New South Wales:
 - (i) a justice of the peace of the State of New South Wales;
 - (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
 - (iii) a notary public; or
 - (iv) another prescribed person legally authorised to administer an oath under the Oaths Act (NSW); or
- (b) where the declaration is sworn in a place outside the State of New South Wales:
 - (i) a notary public; or
 - (ii) any person having authority to administer an oath in that place.

ANNEXURE TO GENERAL CONDITIONS OF CONTRACT

Clause

1.1

The Principal is: Lands and Housing Corporation

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

1.2

The Principal's Representative is: Steve Hennessy, Project Officer

and is located at: NSW Department of Commerce, Head Office, Level 18, McKell Building, 2-24 Rawson Place, Sydney, NSW, 2000.

If no name is stated the Principal is to name the person in writing within 14 days after accepting the tender. The Principal may at any time change the person for any reason whatsoever by giving written notice.

1.3

The Principal's Agent is: David Wilkins, Manager Engineering Services

and is located at: NSW Department of Commerce, Head Office, Level 17, McKell Building, 2-24 Rawson Place, Sydney, NSW, 2000.

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

3.2

The period to submit the completed design is: not applicable before its use for construction.

5.3

The Contractor need not take out professional indemnity insurance.

6.1

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

11.1

The period for Completion is:

Milestone 1: Completion of the Automatic Alarm Signalling Equipment, primary and alternative Communication Links, power supplies, and co-ordination of any changeover and transfer of Communication Links - 4 calendar weeks after the Principal has accepted the tender.

Milestone 2: Provision of all the work and services required as the work under the Contract except for the work and services in another Milestone - from **7 days to 5 years** after the Principal has accepted the tender with an option, at the Principal's sole discretion, to extend the period for a further 5 years on a year by year basis.

12.3

No rate per day of liquidated damages applies and common law damages apply.

13.3

Quarterly claims for payment of lump sum items, apart from Item 1 in **Schedule of Prices**. Submit quarterly claim in first month of each quarter for the associated quarterly period i.e. payment will be partially in advance. The Principal will assess quarterly claims on basis of **Schedule of Quarterly Prices**.

Claim for payment of work covered by Item 1 of Schedule of Prices to be included in monthly claim, as described below, when work covered by that item is complete.

Monthly claims for payment for cost incurred where work covered by the **Schedule of Rates for Additional Work, Oncost and Support Services** has been undertaken except for Item 1 of the schedule. Where additional sites have been added to the contract, as described by Item 1 of the

Schedule of Rates for Additional Work, Oncost and Support Services, claims for payment of work covered by Item 1 are to be incorporated into quarterly claims of lump sum items.

Milestones and Percentages are not to be used as basis for payment claims.

13.5

The Contractor must provide the security as an Unconditional Undertaking within 14 days after the Principal accepted the tender.

14.1

No Defects Liability Period applies.

END OF SECTION – GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

2 PRELIMINARIES

[THERE ARE 22 PAGES IN THIS SECTION](#)

1 ADMINISTRATION AND CONTRACTING

1.1 ELECTRONIC COMMUNICATIONS

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

1.2 COLLUSIVE ARRANGEMENTS

Requirement

The Contractor warrants and represents to the Principal and agrees with the Principal that it is a condition precedent to the agreement between itself and the Principal that:

- the Contractor has no knowledge of the tender price of any other Tenderer for the Contract;
- except as disclosed in the tender, and by agreement in writing with the Principal, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other Tenderer in relation to its tender or this Contract entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account; and
- in the event of the Contractor paying or allowing to or on behalf of a trade or industry association or another Tenderer any money in breach of these conditions, the Contractor shall immediately give the Principal written notice of such an event and such money shall be held on trust for and become immediately payable to the Principal, and the Principal shall be entitled to withhold from any payment due to the Contractor on any account an equivalent sum as liquidated damages.

1.3 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor available to other NSW Government agencies or local government authorities. Such information may include, but is not limited to, any information provided by the Contractor to the Principal and any information relating to the Contractor's performance under the Contract.

The Contractor acknowledges that any information about the Contractor from any source, including substantiated reports of unsatisfactory performance may be taken into account by the Principal and NSW Government agencies in considering whether to offer the Contractor future opportunities for NSW Government work.

The Principal regards the provision of information about the Contractor to any NSW Government agency or local government authority as privileged under Section 22 of the *Defamation Act 1974*. The Principal and the State of NSW will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Contractor arising out of the communication.

1.4 GOODS AND SERVICES TAX

Definitions

In this Clause the expressions “adjustment note, consideration, Goods and Services Tax, GST, input tax credit, supply, tax invoice, recipient, Recipient Created Tax Invoice and taxable supply” have the meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act).

Calculation of GST

Unless otherwise expressly stated in the Contract, all prices, rates or other sums payable or for which payment is to be made under or in accordance with the Contract, include an amount for GST.

No additional amount on account of GST is payable by a party who receives a taxable supply under or in connection with the Contract. All amounts payable reflect the GST-inclusive market value of the taxable supply.

Any contract entered into by a party to the Contract with a third party which involves supplies being made, the cost of which will affect the cost of any supplies made under or in connection with the Contract, must include a clause including equivalent terms to this subclause **Calculation of GST**.

Reimbursable Expenses

If the Contract requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (“reimbursable expense”) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party must be the sum of:

- the amount of the reimbursable expense net of input tax credits (if any) to which the other party (or its representative member) is entitled in respect of the reimbursable expense; and
- to the extent that the other party’s recovery from the first party is consideration for a taxable supply to the first party, any GST payable in respect of that supply.

Recipient Created Tax Invoices and other GST Invoices

The following paragraphs referring to Recipient Created Tax Invoices apply notwithstanding any other provision unless:

- the Contractor is not required to be registered for GST under the GST Act and is not registered for GST, and has so notified the Principal before entering into the Contract; or
- the Contractor and the Principal enter into a Voluntary Agreement for the withholding of Pay as You Go taxation in accordance with the *A New Tax System (Pay As You Go) Act 1999*.

The Contractor acknowledges and warrants it is and will continue to be registered for GST before it submits any claim for payment and will notify the Principal if it ceases to be registered for GST.

The Principal acknowledges that it is registered for GST and that it will notify the Contractor if it ceases to be registered or if it ceases to satisfy any requirements of a taxation authority relating to the creation of Recipient Created Tax Invoices.

The Principal will issue a tax invoice for each taxable supply it makes to the Contractor, and will be responsible for issuing Recipient Created Tax Invoices, for each taxable supply (other than an excluded supply) made by the Contractor to the Principal, and Adjustment Notes in respect of adjustment events known to the Principal. The parties may agree in writing from time to time which supplies are excluded supplies.

The Contractor must not issue a tax invoice in respect of any supply it makes to the Principal, other than for an excluded supply. The Contractor must give the Principal a tax invoice for an excluded supply at or before the time the Contractor invoices the Principal for that supply.

The Contractor must notify the Principal of details of any adjustment event not otherwise known to the Principal.

Progress or payment schedules issued under the contract will be issued in the form of Recipient Created Tax Invoices on behalf of the Principal, and no document issued before the schedules will be an invoice creating a GST liability on the Contractor to pay GST in respect of that payment.

The Principal will not issue a document that will otherwise be a Recipient Created Tax Invoice, on or after the date when the Contractor or the Australian Taxation Office notifies the Principal that the Contractor does not comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of Recipient Created Tax Invoices.

If the Principal makes any supply to the Contractor as a consequence of any matter arising under or in connection with this Contract, the Contractor must pay to the Principal on demand an amount equal to any GST payable in relation to that supply.

Pay as You Go

If the Contractor does not quote its ABN in its tender or on its claims or invoices, or otherwise advise the Principal of its ABN relating to the service, the Principal will withhold tax from payments in accordance with the *A New Tax System (Pay As You Go) Act 1999*.

Fines and Penalties

Nothing in this Clause requires the Principal to pay any amount on account of a fine, penalty, interest or other amount for which the Contractor is liable as a consequence of failure by the Contractor to comply with legislation which governs GST.

1.5 QUALITY MANAGEMENT

Inspection and Test Plans

Prepare, document and implement Inspection and Test Plans and checklists covering the work under the Contract, and complying with the NSW Government *Quality Management Systems Guidelines for Construction* (QMS Guidelines), incorporating the Hold and Witness points required for the Contract. The QMS Guidelines are available at: <http://www.construction.nsw.gov.au/cppm/guidelines.html>.

For each of the activities listed below and as otherwise required by the Principal, submit copies of an Inspection and Test Plan (ITP) and associated checklists not less than 7 days before commencing work on that activity. Also submit certification that the relevant Inspection and Test Plans of subcontractors, including consultants, comply with the QMS Guidelines. Do not start any applicable work before this documentation is submitted.

Show on each ITP the applicable Hold and Witness points requiring attendance by the Principal.

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

The Principal's Representative will undertake surveillance (monitoring) of all the work associated with the Contract.

Do not proceed beyond a nominated Hold point without endorsement by the Principal's Representative.

The Principal's Representative, at its discretion, may inspect the work at a nominated Witness point, but this work may proceed without endorsement.

2. PRELIMINARIES

An endorsement by the Principal's Representative at a Hold or Witness point will not release the Contractor from its obligation to achieve the requirements of the Contract.

Prepare and use Inspection and Test Plans for the following particular activities. Incorporate the listed Hold and Witness points which require attendance by the Principal's Representative.

Activity requiring Inspection & Test Plan	Stage of work requiring inspection or test	H or W point (for attendance by Principal)
Complete Inspection & Test Plan output and associated checklists and other conformity records	With each payment claim and as otherwise required	W
OHS management plan completion and implementation	In accordance with Clause OHS Management	H
Environmental Management Plan completion and implementation	In accordance with Clause Environmental Management	H
Completion	At Completion of the parts of the Works nominated by the Principal	W
As specified elsewhere in the Contract	As specified elsewhere in the Contract	As specified elsewhere in the Contract

Records

Implement a system to control records to provide a verification history of the work under the Contract. Maintain the records in safe and secure storage until at least 12 months after Completion of the Works or expiry of any Defects Liability Period, whichever is the later.

Submit copies of conformity records as specified, including:

Conformity records	Time when records are required
Completed Inspection & Test Plans and associated checklists	With each payment claim and as otherwise required
Register of product and service conformity records	Within one calendar week after the Principal accepted the tender
Contractor's certification of quality conformity and performance, and test results and other quality records	With each payment claim and as otherwise required
Contractor's statement of Automatic Fire Alarm Monitoring Connection to NSW Fire Brigades	As specified elsewhere in the Contract
As specified elsewhere in the Contract	As specified elsewhere in the Contract

Failure to Comply

If the Contractor fails to comply with the requirements of this Clause **Quality Management**, the Principal may implement such inspections and tests as the Principal's Representative determines and the cost incurred by the Principal will be a debt due from the Contractor.

1.6 SECURITY OF PAYMENT

General

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

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

Options as to Form of Security

Each subcontract which:

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

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

Trust for Cash Security and Retention Moneys

Each subcontract shall include a provision having the effect that:

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

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

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

Payments

Each subcontract shall include: -

- an obligation for the subcontractor's principal to pay the subcontractor regular progress payments of 100% of the value of work, goods or services provided by the subcontractor less only retention moneys, if any, paid into the trust account referred to in subclause **Trust for Cash Security and Retention Moneys**.
- an entitlement to progress payments within a period not exceeding:
 - in the case of the Contractor's subcontractors, 28 days;
 - in the case of all other subcontractors, 35 days,after the date upon which a progress claim, which includes work, goods or services provided under the subcontract, is lodged by the Contractor with the Principal's Representative.
- provisions equivalent to the next two paragraphs of this subclause: -
 - Nothing in this subclause shall be read so as to prevent the Contractor from paying a subcontractor an amount in excess of that claimed from the Principal, or before the time stipulated in this subclause.
 - If any provision of the first paragraph of this subclause is inconsistent with any other provision in a subcontract, the provisions of the first paragraph shall prevail to the extent of the inconsistency.

Alternative Dispute Resolution

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

Documents to be Provided to Subcontractors

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

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

Register of Subcontracts

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

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

1.7 ADDITIONAL SECURITY AND OBLIGATIONS FOR TRUSTEES

If the Contractor is a trustee the following applies: -

- Before commencing any work on the site, the Contractor must give the Principal an Unconditional Undertaking as security for any amount previously agreed in writing by the parties. The Unconditional Undertaking must be in the form detailed in Schedule 1 -

Approved Form of Unconditional Undertaking. The Undertakings must be provided by a financial institution acceptable to the Principal.

- The security will be retained by the Principal against the due and proper performance of the Contract by the Contractor. Unless the Principal has made or intends to make a demand against the Unconditional Undertaking, the Principal will return the Unconditional Undertaking within 14 days after the date of Completion of the Works determined or agreed by the Principal.
- The Contractor must not prevent the Principal making any demand against the Unconditional Undertaking, or prevent the provider of an Unconditional Undertaking complying with the Unconditional Undertaking or any demand by the Principal, but the Contractor may seek damages if the Principal makes a demand in breach of the Contract.
- The Contractor must ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the company.

1.8 INDUSTRIAL RELATIONS MANAGEMENT

Requirement

The Contractor must, and must ensure all subcontractors, systematically manage all aspects of industrial relations with employees on the Site and otherwise in connection with the Contract, and comply with the NSW Government *Industrial Relations Management Guidelines*.

Failure to Comply

If at any time the Contractor has not carried out its obligations under this Clause **Industrial Relations Management**, then notwithstanding any other provision of the Contract, no payment will be due to the Contractor until the 7th day after the required action has been carried out.

1.9 PROTECTION OF CHILDREN AND OTHER VULNERABLE PEOPLE

Employees

The Contractor must not employ or permit to be employed on work under the Contract at the Site or work sites a person where the Principal advises the Contractor that, in the opinion of the Principal, that person poses unacceptable risks to children or other vulnerable people cared for at or near the work sites.

The Contractor must not employ or permit to be employed on work under the Contract at the Site or work sites a person who has been convicted of a serious sex offence and is a prohibited person under the *Child Protection (Prohibited Employment) Act 1998*.

Code of Behaviour

The Contractor must ensure that all persons working on the Site or work sites under the Contract, including but not limited to the Contractor's, consultants', suppliers' and other subcontractors' and employees and agents, (Contractor Employees) understand and comply with the requirements shown below: -

- All Contractor Employees must gain permission to enter the school or facility before commencing work and they may only enter approved areas. The Contractor's representative or where a subcontractor is working without the supervision of the Contractor, the subcontractor's representative must report their presence to the person in charge of the school or facility on arrival each day and record, in the Site Visit Log, the details of all Contractor Employees working at the Site and work sites that day.

- Contractor Employees should avoid talking with, touching or interacting with any children or residents or other users of the school or facility except where the work requires it or in an emergency or safety situation.
- Contractor Employees must only use approved toilets and other facilities, unless the person in charge of the school or facility gives written authority to use alternative arrangements.
- The work area must not be able to be used or accessed by children, or residents or other users of the school or facility while work is in progress. Clear signs and barricades (where appropriate) must be used to prevent any inadvertent or unauthorised access.
- Appropriate privacy must be maintained when working on toilets and similar facilities. Contractor Employees must ensure that toilets and similar facilities are not occupied or in use by children, residents or other users before entering to perform work, and that work does not continue when use of the facilities is required. Where practicable male employees should perform work on male facilities and female employees on female facilities.
- Contractor Employees must wear clothing that is tidy and in good condition, including a shirt, shorts or trousers or skirts at all times.
- Contractor Employees should report any concerns about children's behaviour or child abuse to the person in charge of the school or facility.
- Contractor Employees must wear or carry an identity card at all times when on the Site or work sites.

Special Conditions of Contract and Code of Conduct

The Contractor must, and must ensure all subcontractors and personnel, comply with the Appendix A - **Department of Housing Contractor's Code of Conduct**. Where any conflict exists between the *Department of Housing Contractor's Code of Conduct* and the other requirements of the Specification, the requirements of the *Department of Housing Contractor's Code of Conduct* will take precedence.

1.10 AUDIT AND REVIEW

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

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

1.11 PROGRAMMING OF WORK

Within one calendar week after the Principal accepted the tender, supply a detailed program for carrying out the Works, including all documentation, service and construction activities.

At regular meetings and within one weeks of a request, submit an updated program incorporating changes in methods, times or sequence of activities, and showing the planned progress towards the date for Completion of the Works, to the same detail required for the original program.

1.12 OPERATION AND MAINTENANCE MANUALS

Prior to Completion, submit two copies of the operation and maintenance manuals covering the constructed Works in loose leaf plastic covered hard cover folders acceptable to the Principal.

Re-submit revised and corrected operation and maintenance manuals in hard copy and in electronic formats within 7 days after receiving any comments from the Principal.

Include, as a minimum, the following information in the manuals: location of all the asset elements; description of each of the asset elements; emergency contact details and operational procedures; summary of the key design parameters of the asset elements which need to be known for its operation, maintenance and management; summary diagrams of the various utilities and services, such as communication services, electrical services and utilities, gas, sewer, stormwater, water and the like where applicable; operating instruction, procedures and principles for all asset elements, including comprehensive technical information and details; comprehensive step by step instructions in preventive and corrective maintenance procedures; and asset lists, technical specifications and work as executed drawings.

2 SITE AND WORKS

2.1 SITE ACCESS AND LIMITATIONS

Access

The Site involves several existing Department of Housing property buildings at various locations in the Sydney area as listed in Appendix B - **Schedule of Buildings**. The Works includes alterations and additions to the fire systems in the buildings, monitoring and other services, and on-site services addressing communication link failures.

The Site includes sufficient area around the Contractor's various work sites to allow the carrying out of the Works.

All property sites are multi-tenanted secured properties. The Principal's Representative will provide keys to enable access to each building. The buildings must be kept secured at all times.

Access to the buildings to complete the Works must be achieved in full cooperation with, and with a minimum of disruption to, those using the buildings.

The tenants will be in occupation in the buildings while the work is being carried out. These normal occupants and other persons authorised by the Principal will continue in possession and occupancy of the areas of the buildings not included in the Site.

The electricity supply to the buildings must not be interrupted at any time without obtaining prior authorisation from the Principal's Representative.

No noise producing work is to be undertaken before 8.30 am or after 4.30 pm on Mondays to Fridays or during weekends.

Provide safe access to the Site for the Principal and such authorised persons as the Principal's Representative notifies to the Contractor.

Take responsibility for the suitability of all persons and subcontractors on the Site, set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action, including removal from the Site and buildings if so warranted.

Amenities

Common area toilets are only available for the use of the Contractor's personnel and subcontractors' personnel at the following property sites: -

Matavai	3 Phillip Street, Waterloo
Turanga	1 Phillip Street, Waterloo
Dobell	33 John Street, Waterloo
Gilmore	55 Morehead Street, Waterloo

The Pottery	33 Belvoir Street, Surry Hills
Dept of Housing	31 Station Street, Newtown
Housing Comm Flats	3-5 Florence Avenue, Eastlakes
Lincoln	2-4 Washington Avenue, Riverwood
Achernar	24-26 Victoria Street, Burwood
Residential Apartments	21 Wattle Street, West Ryde

2.2 WORKING HOURS AND WORKING DAYS

Generally

Unless the Contract provides otherwise, the normal working hours for work on the Site shall be up to 9 hours per day worked between 7 a.m. and 5 p.m., and the working days shall be Mondays to Fridays inclusive, but excluding public holidays and one day every 4 weeks, usually a Monday which is a rostered day off.

Attendance at the Site to address failures may be at any time to suit the nature of the failure, including outside normal working hours.

Approval

In approving a variation to the working hours or working days the Principal's Representative may attach conditions. Such conditions may include, but will not be limited to, a prohibition of or restriction on the performance of work which requires surveillance and may also include a requirement that the Contractor meets the costs of surveillance, by or on behalf of the Principal, of work during times approved by the Principal's Representative.

2.3 EXISTING SERVICES

Locating of Existing Services – Dial Before You Dig

The Contractor is responsible for locating existing services.

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

Dealing with Existing Services

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

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

Cost and Delay

Subject to General Conditions of Contract Clause - **Site Conditions**, where an existing service obstructs the Works and requires diversion or relocation, the Contractor shall bear all resulting costs and delays.

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

Notification

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

2.4 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

Requirement

The Contractor must comply with the NSW Government *Occupational Health and Safety Management Systems Guidelines 4th edition* (OHSM Guidelines) and all statutory requirements, including the *Occupational Health and Safety Act 2000 (OHS Act 2000)* and *Occupational Health and Safety Regulation 2001 (OHS Regulation 2001)* and must ensure all subcontractors comply. The OHSM Guidelines are available at:

<http://www.construction.nsw.gov.au/ohs/index.html#Publications>.

Appointment as Principal Contractor

The Contractor is appointed under *OHS Regulation 2001* the principal contractor and controller of the Site and other work sites for the construction work under the Contract, and is authorised to exercise such authority as is necessary to enable the Contractor to discharge the responsibilities of principal contractor and controller of premises imposed by the *OHS Act 2000* and the *OHS Regulation 2001*.

Site-specific Safety Management Plan

Develop, document and implement a Site-specific Safety Management Plan that covers the work under the Contract and complies with the OHSM Guidelines.

Submit the Site-specific Safety Management Plan no later than 7 days before work for which it applies commences. Do not start the work before complying documents are submitted.

Ensure the control of risks related to all work involving the following are covered in the Site-specific Management Plan - electrical installations and use of power tools (including explosive tools); scaffolding, formwork and temporary supports; moving plant and work near traffic; unloading materials and equipment; excavations and trenching; work at heights; confined spaces; hazardous substances; demolition work; and work near public places.

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

Incident Reports

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

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

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

When requested, provide a written incident/accident investigation report to the Principal, including identification of the cause of the incident/accident and details of the corrective actions taken, in the form directed.

Prohibition and Improvement Notices and On-The-Spot Fines

Immediately notify the Principal of any Prohibition and Improvement Notice (PIN) or on-the-spot fine issued by WorkCover. Provide the Principal with a copy of the PIN and fine notice

and written details of the corrective action taken by the Contractor and/or the applicable subcontractor to rectify the breach and to prevent recurrence.

Failure to Comply

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

2.5 HAZARDOUS SUBSTANCES

Definition

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

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

Work involving stone, rock, concrete, masonry and such materials containing silica, is hazardous work under the Contract. The Contractor is responsible for the control of any hazard which may arise from the presence of silica.

Response to Unexpected Discovery

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

With the initial notification, or as soon as practicable thereafter, where the Contractor is not to locate and/or deal with the hazardous substance under the Contract, submit details, including:

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

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

- to carry out the work concurrently with other work wherever possible; and
- to otherwise minimise any delaying effects of the work on Completion within the period for Completion.

Responsibility for Decontamination

Control of, and decontamination related to, any hazardous substances is the responsibility of:

- the Principal, in respect of any such substances not identified in the Contract Documents, or not to be located or dealt with by the Contractor under the Contract, which are discovered on the Site; and
- the Contractor, in respect of any such substances identified in the Contract Documents or to be located and/or dealt with by the Contractor under the Contract.

Decontamination by Principal

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

Decontamination by Contractor

Where the Contractor is responsible for the control of hazardous substances and decontamination of the Site following their location, handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements at suitable disposal sites.

Working Hours

When the Contractor is required to decontaminate work sites containing hazardous substances in occupied premises, all such decontamination shall be carried out during the hours approved in writing by the Principal's Representative.

2.6 ASBESTOS DECONTAMINATION

Requirement

Where the Contractor is responsible for asbestos decontamination work, including stripping, encapsulation or removal, comply with and carry out all work in accordance with the relevant statutory requirements, standards, codes and guidelines, including but not limited to the requirements of the following, where applicable: -

- Occupational Health and Safety Act 2000
- Occupational Health and Safety Regulation 2001
- WorkCover NSW requirements
- Worksafe Australia - Asbestos: Code of Practice and Guidance Notes
- Environmentally Hazardous Chemicals Act 1985
- Waste Avoidance and Resource Recovery Act 2001

Where registration or a licence for the asbestos decontamination work are required, submit a copy of the current licence or registration certificate.

Notification

Notify the local office of WorkCover and the Principal's Representative of the intention to commence any asbestos decontamination not less than seven days prior to such work commencing.

Work Method

In addition to any other occupational health and safety management provisions of the Contract, provide also the following details of the proposed work:

- description of work to be done, proposed methods and work area;

- description and location of decontamination units and changing areas;
- location of drains to be used and type of liquid waste filters;
- type of respirators or air hoods;
- description of what will take place if an asbestos fibre leak occurs; and
- what emergency plans including communications will be in place.

Notwithstanding any other provisions of the Contract, submit a program and management plan (integrated with the Environmental Management Plan, OHS management plan(s) and Safe Work Method Statements), which outline how the requirements of this Clause **Asbestos Decontamination** will be met.

Monitoring

Provide dust and other required monitoring by an independent testing authority on each day during decontamination and on completion of decontamination in each area where decontamination occurred.

2.7 ENVIRONMENTAL MANAGEMENT

Requirement

The Contractor must comply, and must ensure all subcontractors comply, with the NSW Government *Environmental Management Systems Guidelines* (EMS Guidelines).

The EMS Guidelines are available at: <http://www.construction.nsw.gov.au/environment/>.

Environmental Management Plan

Develop, document and implement an Environmental Management Plan that covers the work under the Contract and complies with the EMS Guidelines.

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

Submit a Plan no later than 7 days before work for which it applies commences, at least covering that work. Do not start the work before complying documents are submitted.

Incidence Reports

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

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

Report immediately the details of any waste removed from the Site which has been conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.

When requested, provide the Principal with a copy of an incident investigation report, including identification of the cause of the incident and details of the corrective action taken, in the form directed.

Failure to Comply

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

2.8 ECOLOGICALLY SUSTAINABLE DEVELOPMENT

Restricted Timbers

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

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

2.9 WASTE MANAGEMENT

Requirement

Implement the required waste minimisation and management measures as part of the Environmental Management Plan implementation. Recycle and divert from landfill surplus soil, rock, and other excavated or demolition materials, wherever this is practical. Also separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics, and offer them for recycling where practical.

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

Monitoring

Monitor waste volumes and record their method and location of disposal and whether or not that location was a place that could lawfully be used as a waste facility for that waste. Submit a progress report every two months, and a summary report before Completion of the Works, on the implementation of waste management measures, including the total quantity of material - purchased, quantity purchased with recycled content and the total quantity of waste - generated, total quantity recycled, total quantity disposed of and the method and location of disposal, in the form of document *WRAPP and Waste Disposal Report* (Dept. of Commerce document PWF-2201) available at: <http://www.dpws.nsw.gov.au/sps/doc/pwf2201.doc>.

2.10 PEST CONTROL

Restrictions

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

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

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

2.11 WORK METHOD

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

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

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

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

2.12 STANDARDS

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

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

2.13 CLEANING UP

Where on site work is carried out all visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, at Completion. All waste resulting from the work must be removed prior to leaving the work site.

2.14 PROPRIETARY ITEMS

Implication

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

Alternative Offer

The Contractor may offer an alternative to any proprietary item. Apply in writing for approval to use the alternative. The application must be accompanied by all available technical information and must describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works. The Principal will consider alternatives to proprietary items where the Contractor demonstrates that the alternative is fully compliant with the Contract requirements.

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

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

2.15 GUARANTEES

Generally

Obtain and ensure that the Department of Housing will have the benefit of warranties and guarantees as specified in the Contract or offered by subcontractors/suppliers, including

2. PRELIMINARIES

warranties and guaranties that are obtained by, or offered to, the subcontractors/suppliers of the Contractor.

2.16 SCHEDULE TO PRELIMINARIES - ENVIRONMENTAL MANAGEMENT PLAN

The environmental risk management objectives	The environmental risk management actions:	When action will be taken:	Action actually taken (sign) and recorded (indicate where):
CONSERVATION OF PLANTS & WILDLIFE			
Protection of trees, plants and animals	<input type="checkbox"/> Protect existing trees and plants at and around the Site from damage, do not remove flora without approval from the Principal, and control weeds on the Site <input type="checkbox"/> Protect birds, fish and animals at and around the Site from harm and do not remove fauna from the Site without the written agreement of the Principal <input type="checkbox"/> Ensure that animals and plants are not brought onto the Site without the written agreement of the Principal <input type="checkbox"/> Minimise the use of pesticides and herbicides and ensure minimal impact on the environment <input type="checkbox"/> Use site roads or designated access routes for vehicular and plant access to and on the Site <input type="checkbox"/> Park all vehicles and locate compounds in, and confine plant and equipment use to, designated areas <input type="checkbox"/> Use designated access routes for all pedestrian, materials and equipment movement on/adjacent to the Site		
Movement of pedestrians, materials, vehicles, plant and equipment minimises damage to the environment	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
CONSERVATION OF RESOURCES			
Integrate energy efficient measures into design, including:	<input type="checkbox"/> Use efficient materials, equipment and systems, and energy efficiency, environment enhancement and waste/impact minimisation as criteria in design and subcontracting <input type="checkbox"/> Minimise the use of imported topsoil, and do not bring weeds onto the Site <input type="checkbox"/> Reuse all topsoil on the Site, use heavy logs in, and otherwise mulch and chip, cleared flora/vegetation <input type="checkbox"/> Use only timber from sustainable managed sources <input type="checkbox"/> Maximise the use of materials from a sustainable source, that are, and/or can be, recycled <input type="checkbox"/> Use low energy usage construction, fittings and appliances (including heating/cooling and lighting) <input type="checkbox"/> Use low potable water demand fittings and appliances (dual flush toilets, water conserving shower roses and taps)		
1. in selecting systems and equipment, and fuels			
2. by minimising non-recyclable materials and waste materials in design	<input type="checkbox"/> Implement a strategy to reduce the quantity of waste, including ensuring packaging is minimised and recycled <input type="checkbox"/> Minimise the use of solvents, glues, paints and other materials which release odours or vapour <input type="checkbox"/> Comply with statutory requirements with heritage items, including obtaining any permits required <input type="checkbox"/> Manage the conservation of all applicable physical attributes of the Site, particularly (list the attributes):		
3. in material selection generally.			
Manage materials used under the Contract to minimise:			
1. resource use and waste			
2. ozone depleting effects			
3. detrimental effects on air, water, and land quality.			
Conservation of any heritage items and			

2. PRELIMINARIES

The environmental risk management objectives	The environmental risk management actions:	When action will be taken:	Action actually taken (sign) and recorded (indicate where):
other physical attributes of the Site	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
POLLUTION CONTROL			
Vehicles and plant - minimise discharges and emissions, and damage to the environment	<input type="checkbox"/> Do not use vehicles or plant/equipment producing excessive emissions and monitor emissions		
	<input type="checkbox"/> Do not bring vehicles or plant/equipment with hydraulic fluid, fuel or oil leaks to the Site		
	<input type="checkbox"/> Wash down vehicles, plant and equipment only in controlled areas acceptable to the Principal		
	<input type="checkbox"/> Prevent and clean up any spills from transport vehicles		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Stormwater is not polluted by cleaning activities and land/plants/grass are not adversely affected by discharges	<input type="checkbox"/> Use only water based, non-toxic paints		
	<input type="checkbox"/> Use only water to clean paint brushes and rollers		
	<input type="checkbox"/> Control all run-off from cleaning activities and only discharge non-toxic cleaning products generally		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Soil erosion is controlled	<input type="checkbox"/> Identify the existing drainage lines on the Site and protect them against saltation		
	<input type="checkbox"/> Protect vulnerable and exposed surfaces and stockpiles against scouring		
	<input type="checkbox"/> Install the following sediment control devices prior to commencement of construction (list the devices), monitor and ensure their effectiveness, and remove them when no longer required:		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Soil contamination is not disturbed or	<input type="checkbox"/> Establish, in consultation with the Principal, if contaminated soil is present at the Site prior to commencing work at the Site, and manage the soil present		

2. PRELIMINARIES

The environmental risk management objectives	The environmental risk management actions:	When action will be taken:	Action actually taken (sign) and recorded (indicate where):
released to the environment	<input type="checkbox"/> The Contractor nominates the following additional actions, including soil management: 		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above: 		
Charging and/or disposal of refrigerants and use of dangerous goods generally meet statutory requirements, e.g. for licensing, use and disposal	<input type="checkbox"/> Ensure procedures are used to meet statutory obligations for the charging and disposal of refrigerants and use of dangerous goods generally <input type="checkbox"/> Use appropriately trained employees and obtain the licences required <input type="checkbox"/> Document goods identification, disposal and management, and retain the documentation <input type="checkbox"/> The Contractor nominates the following additional actions: 		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above: 		
Noise and vibration impact on neighbours, occupants and users of any facility is minimised	<input type="checkbox"/> Keep within EPA/Department of Environment and Conservation (DEC) and Council noise limits and conditions <input type="checkbox"/> Use equipment in good repair and condition <input type="checkbox"/> Use noise suppression equipment (e.g. silencers on compressors) and acoustic barriers as required <input type="checkbox"/> Do not expose workers, neighbours and visitors to excessive noise, and cooperate and coordinate with any neighbouring facility operators <input type="checkbox"/> Do not expose people or property to excessive vibrations <input type="checkbox"/> The Contractor nominates the following additional actions: 		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above: 		
Trade Waste Licence conditions applicable to the facility are not breached	<input type="checkbox"/> Ensure procedures are in place to avoid breaches of the Trade Waste Licence conditions (May apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges etc., where water is treated with chemicals or where large sediment loads exist) <input type="checkbox"/> The Contractor nominates the following additional actions: 		

2. PRELIMINARIES

The environmental risk management objectives	The environmental risk management actions:	When action will be taken:	Action actually taken (sign) and recorded (indicate where):
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Air pollution from dust and emissions is minimised	<input type="checkbox"/> Minimise areas of exposed earth and stockpiles <input type="checkbox"/> Cover and secure materials in open transport <input type="checkbox"/> Use water sprays and/or other means to control dust <input type="checkbox"/> Keep emissions within statutory or other required limits <input type="checkbox"/> Minimise fire risks, and prevent and control fires		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Disposal of waste, including - <ul style="list-style-type: none"> • Packaging materials • Replaced or redundant parts or materials • Chemicals • Oils and greases from machinery and cooking and other processes • Paints and solvents, including the cleaning of equipment, tools and brushes • Cleaning materials and rags • Materials unsuitable for re-use, including hazardous materials such as asbestos • Other waste, in accordance with statutory requirements 	<input type="checkbox"/> Ensure appropriate procedures are used for the disposal of all waste items, including the identification and use of lawful places for disposal, and recording and reporting on the method and location of disposal and any non-conformities EITHER <input type="checkbox"/> Provide valid disposal certificates for each applicable item OR <input type="checkbox"/> Provide company certification of appropriate disposal of the following (list the items):		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Emergencies Incidents and spills are contained, and damage to the environment with emergencies is minimised and rectified with appropriate and approved emergency response procedures Re-instatement of damaged eco-systems and features to their previous	<input type="checkbox"/> Ensure emergency procedures are used to manage all reasonably foreseeable harm, including spills and other environmental emergencies <input type="checkbox"/> Obtain the agreement of the Principal to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements <input type="checkbox"/> Document key contacts <input type="checkbox"/> Re-instate and clean damaged areas and features, including work areas		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		

2. PRELIMINARIES

The environmental risk management objectives	The environmental risk management actions:	When action will be taken:	Action actually taken (sign) and recorded (indicate where):
condition	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Compliance Audit Compliance with environmental requirements and, where breaches are detected, rectification of defects within the time period set in the audit process	<input type="checkbox"/> Inspect the Site daily to ensure the appropriate environmental controls are in place and are operating effectively, and to ensure all environmental management requirements are being met <input type="checkbox"/> Cooperate with environmental audits by others <input type="checkbox"/> Rectify any environmental breaches identified within the time frame specified in an audit or by the Principal		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
RECORDS AND REPORTING			
Records Provide sufficient documentation to demonstrate appropriate environmental management, including: <ul style="list-style-type: none"> • Approved environmental management plans • Training records • Valid disposal certificates and/or company certification of appropriate disposal as applicable • Correspondence with regulators, including notifications of non-compliances/fines and evidence that the cause of non-compliances has been fixed with corrective action 	<input type="checkbox"/> Prepare, submit and update the site-specific Environmental Management Plan (EMP) <input type="checkbox"/> Report on the implementation of the site-specific EMP and environmental management <input type="checkbox"/> Submit incident reports and notification to the Principal and to regulators where required <input type="checkbox"/> Submit waste disposal certificates or certification of appropriate disposal to the Principal where applicable <input type="checkbox"/> Keep training and other records for inspection securely filed using an effective document retrieval system		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		
Incident Reporting All environmental incidents are immediately reported to the Principal and as otherwise required	<input type="checkbox"/> Immediately report all environmental incidents to the Principal and as otherwise required		
	<input type="checkbox"/> The Contractor nominates the following additional actions:		
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above:		

END OF SECTION – PRELIMINARIES

3 TECHNICAL SPECIFICATION

THERE ARE 3 PAGES IN THIS SECTION

1 GENERAL

1.1 DESCRIPTION OF WORK AND SERVICES REQUIRED

The work and services required (as the Works) include the provision the following: -

- All Automatic Alarm Signalling Equipment necessary for the monitoring of Fire Detection and Intercom Systems along with special auxiliary functions as described in Appendix B - **Schedule of Buildings** for each of the buildings specified therein. Monitoring must be provided via Permanently Connected Controlled Station.
- Primary and alternative Communication Links.
- Power supplies.
- Monitoring services, including automatic transmission of alarm triggers to NSW Fire Brigades and advice to the Maintenance Service Provider for the Fire Detection System, as nominated by the Principal, when and where alarm panels are in fault condition.
- 24 hours/day 7 days/week on-site technical support service for the Automatic Alarm Signalling Equipment and Communication Links, dealing with any communications link failures indicated, including as advised by the Principal.
- Payment of process charges imposed by NSW Fire Brigades for its responses to deemed false alarm events. The payments will be reimbursed and an oncost will be paid as the percentage in the Tender Schedules - **Schedule of Rates for Additional Work, Oncost and Support Services** (plus GST) of the payments made to the NSW Fire Brigades.
- Forward all false alarm reports received from NSW Fire Brigades to the Principal's Representative via facsimile or email.
- Provide Incident Notification, by facsimile or email, to the Principals Representative, for each alarm activation, fault or special event activation identifying time of incident, type of incident and location.
- Monthly and exception reports.
- Annual assessment and the Contractor's statement of Automatic Fire Alarm Monitoring Connection to NSW Fire Brigades, as required by the Environmental Planning and Assessment Regulation for an Essential Fire Safety Measure.
- Where necessary, co-ordination of ASE changeover and transfer of Communication Links, such as telephone line rental with any existing service provider.

1.2 STANDARDS

All work and services must comply with the requirements of the following: -

AS 1670.3 - 1997	Fire Detection, Warning Control and Intercom Systems – System Design, Installation, and Commissioning – Monitoring Network Performance.
AS 3000 - 2000	Wiring rules
AS 3013 - 1995	Electrical Installations – Classification of the Fire and Mechanical Performance of Wiring Systems.
AS 4428.5 - 1997	Fire Detection, Warning Control And Intercom Systems – Power Supply Units.
AS 4428.6 - 1997	Fire Detection, Warning Control And Intercom Systems – Control and Indicating Equipment.

1.3 AUTHORISED SERVICE PROVIDER

The Contractor must be an authorised service provider by, and the work and services must be provided in accordance with the requirements of, the NSW Fire Brigades.

1.4 ALARM SIGNALLING EQUIPMENT

The Automatic Alarm Signalling Equipment provided must provide individual identification of each fire indicator panel, sprinkler system and the like for each building by distinctive fire alarm signals to the responding fire service provider.

Monitor for alarm system faults and immediately advise nominated maintenance service provider if alarm system at any site indicates a fault condition for longer than 5 minutes.

Install the equipment in a secure location most suitable for the installation (the MDF room is preferred). Where required for the location, provide standalone equipment with a weatherproof secure enclosure mounted adjacent to the fire indicator panel or sprinkler set.

1.5 TECHNICAL SUPPORT

Provide immediate technical response in the event of any communication failure between base station and alarm signalling equipment.

1.6 REPORTS

Provide, in excel spreadsheet format, monthly reports showing the following:

- Fire alarm activations at each site including date alarm occurred
- Confirmed false alarms as notified by NSW Fire Brigades including date
- Fault activations, i.e. where fault notification has been provided to the nominated maintenance service provider, including date of activation.
- Special events including date incident occurred.
- Year to date totals for each site in each category above.

Reports to be provided on July to June bases. Submit reports to the Principal's Representative within 5 working days of the end of each month.

Exception Reports

Submit exception reports, by email to the Principal's Representative, immediately if any site has more than 2 events i.e. alarms or faults in any one day or exceeds 5 events in a month or if any special event has occurred.

1.7 EXTENSION OF THE CONTRACT

The Principal will provide six months advance notice of any decision to exercise an option to extend the contract period for a further 12 months.

Where the contract period is extended rates will be as per the tendered rates in the **Schedule of Rates for Additional work, ONCOST and Support Services**

1.8 VERIFICATION OF PAYMENTS TO NSW FIRE BRIGADES

Claims for reimbursement of process charges imposed by NSW Fire Brigades and associated on-costs must be accompanied by verification that the charges have been paid.

1.9 INSTALLATION OF DUCTS AND CONDUITS

Where new ducts and conduits are required the method of installing will be subject to the approval of the Principal's Representative prior to execution. Submit a detailed proposal before proceeding.

Generally, wherever possible reuse the existing conduits for the new services. New surface mounted conduits will not be acceptable in the public areas.

END OF SECTION – TECHNICAL SPECIFICATION

APPENDIX A

DEPARTMENT OF HOUSING CONTRACTOR'S CODE OF CONDUCT

[THERE ARE 6 PAGES IN THIS SECTION](#)

1 CONTRACTOR'S CODE OF CONDUCT

1.1 INTRODUCTION

This Contractor's Code of Conduct (Code) supports the Principal's policy towards its clients. The Principal's clients are tenants of its residential properties to which the Principal is committed to providing a consistent and quality service. The Principal its officers and representatives therefore have a duty to tenants and their families to maintain high ethical standards, honour agreements and undertakings, act in good faith, and be courteous at all times.

The Contractor has a similar duty to adopt high ethical standards, honour agreements and undertakings, and be courteous at all times. The Contractor must therefore ensure that its employees, its subcontractors and the employees of its subcontractors are familiar with the contents of the Code and observe its requirements at all times whilst working in and upon the Principal's properties.

The Principal has produced a booklet, called Department of Housing Contractor Conduct Requirements, which summarises the requirements of the Code. The text of the booklet is attached as Schedule 1. Copies of the booklet are available on request. A copy of the booklet must be given to the employees of the Contractor and its subcontractors before entering in or upon any of the Principal's properties.

1.2 WHEN FIRST ARRIVING AT A TENANT'S HOME

When first arriving at a tenant's home, the Contractor's representative should seek out the Tenant, show his or her Identification Card, and, in a friendly and courteous manner, ask if it is convenient to commence work.

In order to minimise noise and inconvenience to the tenant avoid, where practicable, driving any vehicle into the driveway of a property without first seeking the permission of the tenant to park on the premises.

1.3 COURTESY AND GENERAL APPEARANCE

The Principal's tenants include a wide range of people, some of whom have special and complex needs and should be treated with understanding and sensitivity. Such people include the elderly, Aboriginals, those from other diverse cultural backgrounds and persons having disabilities, suffering terminal illness or who have experienced trauma.

When visiting or working at a tenant's home, other areas such as grounds and neighbourhood precincts employees must therefore:

- Show all occupants full courtesy and respect;
- Be of neat and tidy personal appearance and suitably attired in a reasonable standard of dress;
- Ensure footwear and clothing is cleaned of mud, wet paint, grease etc before entering a tenant's home;
- Treat the tenant's home and personal property with due care and respect at all times; and
- Give full consideration to the tenant's comfort, well-being, health, welfare, safety, and security. Any disruptions to the occupants must be kept to a minimum.

1.4 TENANTS WITH NON ENGLISH LANGUAGE BACKGROUND

The Principal is committed to providing equal service to all tenants, including those with a language background other than English.

If communication with a tenant proves difficult, the Contractor may request the Principal's Representative to arrange for an interpreter service. The interpreter service is provided at the Principal's expense.

The Principal will make prior arrangements for an interpreter where the requirement is already known.

1.5 LANGUAGE AND GENERAL BEHAVIOUR

Bad language must not be used in the presence or hearing of any tenant, visitor, guest or employee of the Principal.

Loud and boisterous behaviour (without bad language) can be threatening and offensive to others, especially the elderly and infirm, and those suffering an illness.

Ensure that personal behaviour does not interrupt nor threaten the general enjoyment by tenants of their home and surrounding environment.

Do not be judgemental nor belittle a tenant for any reason by attitude, tone of voice or action.

Do not make any derogatory or non-essential comments on the work of others who may have serviced a tenant's home or on faults or problems the Contractor has been engaged to rectify.

1.6 NOISE

Take care to minimise noise. Tenant requests to limit noise must be respected.

Such requests may come from tenants who are shift workers, have young families, are ill or have suffered bereavement.

If agreement cannot be reached, the matter must be referred to the relevant officer or representative of the Principal for resolution.

The use of radios and other sound equipment in occupied properties and common areas (e.g. hallways, stairways, entrance areas in apartments etc), is only permitted with the approval of the tenant of the property or tenants using common areas in apartment buildings.

1.7 HEALTH AND SAFETY

All possible safety precautions must be taken to ensure the health and safety of all persons in and around the property in which the work is being carried out. Ensure that clear and timely warnings are given of any hazards.

The possible presence of children must be kept in mind when manoeuvring vehicles or large equipment and mechanical devices.

Tools, especially power tools, must not be left unattended as they present a safety risk to children.

Holes and trenches must be made safe and covered with strong material when left unattended.

1.8 SMOKING, ALCOHOL AND PROHIBITED SUBSTANCES

Do not smoke in any property of the Principal.

Persons must not be under the influence of alcohol or a prohibited substance whilst performing work under the Contract.

Alcohol and prohibited substances must not be consumed on or prior to entering any property of the Principal.

1.9 PROTECTION OF TENANT'S PROPERTY

Take all reasonable precautions to protect the tenant's property from theft or damage. Immediately advise the Principal's Representative of any damage or loss that occurs to the property of the Contractor or the property of the tenant.

1.10 USE OF A TENANT'S SERVICES AND FACILITIES

Do not use a tenant's power, gas, or water, without prior permission.

Tenants must be reimbursed for all costs incurred where permission is given.

Do not use the tenant's toilet, washbasins or cooking facilities without prior permission.

Do not prepare or eat food in the tenant's home without prior permission.

If permission is not given in these situations the tenant's wishes must be accepted with good grace and alternate arrangements made.

1.11 TENANT'S TELEPHONE

Do not use a tenant's telephone to make or receive calls except in case of emergency.

Calls must not be diverted to a tenant's telephone from mobile telephones or other communication services.

1.12 PARKING AND STORAGE

Do not store any materials or equipment on the Site without permission of the tenant. Anything stored on the Site is stored entirely at the Contractor's risk and the tenant or others will accept no responsibility for its security or safety. Permission must be obtained from the tenant before parking or placing any vehicle, site office, storage container or other facility in the grounds of their home, or on any verge. Do not obstruct any driveway, footpath crossing, road, pathways or any other access in the grounds of apartments or neighbourhood precincts.

1.13 WORK DURING ABSENCE OF TENANT

Remaining at a tenant's home during the tenant's absence is not desirable and should be avoided where practicable.

Carrying out work on property where children, not supervised by adults, are present should be avoided where practicable.

Written permission must be obtained from the tenant before working in a tenant's home during the absence of the tenant.

The property must be left in a secure state when unattended.

1.14 CLEANING UP

Regularly remove all rubbish resulting from the work, and leave the property in a clean and tidy, clean state at the end of each day.

1.15 VISITORS

Personal visitors of the Contractor are not permitted to enter the premises of a tenant including front and back yards, neighbourhood precinct areas and apartment common areas.

1.16 ANIMALS

No animals or pets owned by an employee of the Contractor are allowed in or upon any property of the Principal.

Animals and pets owned by tenants must not be antagonised or mistreated.

1.17 ETHICAL CONDUCT

Do not, under any circumstances, comment on any matters relating to the Contract or the operations of the Principal.

This includes discussion and comment on the condition of the Principal's properties; policy of the Principal; or matters of a personal nature of the tenant such as conduct, appearance, ethnic origin, the condition of the property or on any issue relating to standard of housekeeping.

1.18 ILLEGAL ACTS

If any person sees an illegal act or a crime in progress they must immediately inform the Police.

1.19 EMERGENCIES

If there is any immediate danger to life or property, the appropriate emergency service must be called immediately. Also notify the Principal's Representative.

1.20 DIFFICULTIES ENCOUNTERED ON SITE

The Contractor, employees of the Contractor or a subcontractor, if concerned for their health or safety, or the safety of their materials, tools or equipment, may leave the Site providing they have been acting reasonably. However such an employee or subcontractor must inform the Contractor of the situation immediately upon leaving the property. The Contractor's representative is responsible for advising the Principal's Representative.

It is not possible to define every event where it might be considered inadvisable to enter in or upon property or advisable to leave after entering. The following instances are examples of where decisions of this nature might reasonably be made:

- Where persons appear affected by alcohol or other substances and entering or remaining in or upon the property may provoke an undesirable situation;
- Where there are groups of people at or near the property and their demeanour and general attitude is one of menace;
- Where persons are agitated or displaying erratic or other inappropriate behaviour which may be a threat to personal safety;
- Any display of aggression by persons or animals;

- Any instance where personal safety, the safety of others or the safety of machinery, equipment, and other property, is either in danger or under threat of danger, or where an unsafe situation has developed.

In these or similar circumstances employees should not enter the property or should withdraw from the property immediately.

The Contractor, employees of the Contractor or a subcontractor should also leave a property if a situation becomes unmanageable or if a dispute arises with an occupant, which will significantly affect progress of the work. The Contractor, employees of the Contractor or a subcontractor should politely decline to engage in non-essential discussion.

The Contractor, employees of the Contractor or a subcontractor must not respond or argue. They should collect their tools and equipment, leave the premises and immediately inform the Principal's Representative.

1.21 BREACHES OF CODE OF CONDUCT

The Principal's Representative will investigate any complaint submitted to the Principal by a tenant.

2 SCHEDULE 1 - CONTRACTOR CONDUCT REQUIREMENTS

2.1 INTRODUCTION

This booklet is a guide to the standards of conduct to be observed by all persons engaged on work in and around Department of Housing tenanted properties.

It applies to all persons employed by contractors, subcontractors and suppliers who visit tenanted properties.

The guide is divided into two sections. The first section lists the things you must do to ensure tenants receive a first class service and that their safety and comfort is looked after. The second section lists the sort of things, which may be annoying and must be avoided.

2.2 THINGS YOU MUST DO

- When you first arrive at a tenant's home, seek out the tenant introduce yourself and produce your identification card.
- Treat the tenants and the tenant's visitors with respect and courtesy at all times.
- If you encounter a tenant with a non-English speaking background, and communication is difficult, request the Department's officer or representative to arrange for an interpreter.
- Take all possible precautions to ensure the safety of tenants.
- Advise the relevant Department officer or representative if you become aware of any circumstances or hazards that may affect the safety of a tenant.
- If you see an illegal act or crime in progress, immediately inform the police.
- Be of neat and tidy appearance and suitably attired in a reasonable standard of dress. Ensure that footwear is clean and will not leave marks on floor coverings.
- Treat the tenant's home and personal property with due care and respect at all times. Obtain permission from the tenant before parking or placing any vehicle, site office or other facility on the premises.
- Move tenant's furniture and belongings where necessary to avoid damage.
- Take all precautions to prevent damage when moving the tenant's furniture and belongings.
- Take all reasonable precautions for security and protection of the tenant's property against theft, breakage or damage.

- Immediately advise the Department's officer or representative of any damage or loss that occurs to your property or the property of the tenant.
- Remove all rubbish resulting from your work, and leave the property in a tidy, clean and liveable state at the end of each working day.
- Contact emergency services '000' in the event of an accident or where danger to life or property arises. As soon as practicable, advise the appropriate Department officer or representative.

2.3 THINGS YOU MUST AVOID

- Do not respond or argue with a tenant. If a situation becomes unmanageable or if a dispute arises, collect your equipment, leave the premises, and immediately inform your supervisor or the appropriate Department officer or representative.
- Where possible do not drive into the driveway of a property on your first visit.
- Do not use bad language or engage in loud and boisterous behaviour.
- Do not be judgemental nor belittle a tenant for any reason by your attitude, tone of voice or action.
- Do not make any derogatory comments on previous work carried out by others.
- Do not smoke or consume or be under the influence of alcohol or any prohibited substance.
- Do not request a tenant to move, or assist with the moving of, any furniture or fitting that has to be moved to gain access to a work area.
- Do not store any materials or equipment on the premises without first obtaining the permission of the tenant.
- Do not use any of the tenant's facilities, including power, gas, water, toilet, washbasins, stove, TV or radio, without the tenant's permission.
- Do not prepare or eat food in the tenant's home without the tenant's permission.
- Do not use radios or other sound equipment without the prior approval of the tenant.
- Do not make excessive noise. If a tenant requests reasonable noise limits then these should be adhered to.
- Do not use a tenant's telephone except in the case of an emergency.
- Do not work in a tenant's premises in the absence of the tenant without the prior written approval of the tenant.
- Where possible do not work in a tenant's premises where children, not supervised by adults, are present.
- Do not allow personal visitors to enter the premises of a tenant.
- Do not take any animal or pet into the premises of a tenant.
- Do not antagonise or mistreat any animal or pet owned by a tenant.
- Do not, under any circumstances, comment on any matters relating to the contract, or the operations of the Department.
- Do not comment to the tenant or others on matters of a personal nature about the tenant nor the condition of the premises.
- Do not tip paint, cleaning fluid or any other toxic substance down drains or toilets.

END OF SECTION – APPENDIX A - DEPARTMENT OF HOUSING CONTRACTOR'S CODE OF CONDUCT

APPENDIX B

SCHEDULE OF BUILDINGS

THERE ARE 5 PAGES IN THIS SECTION

No	Site Name	Site Address	Service Monitor	Special Instructions
1	Turanga	1 Phillip St Waterloo		Detail as per below
2	Matavia	3 Phillip St Waterloo		Detail as per below
3	Solander	180 Pitt St Waterloo		Detail as per below
4	James Cook	200 Pitt St Waterloo		Detail as per below
5	Joseph Banks	249 George St Waterloo		Detail as per below
6	Marton	149 Cope St Waterloo		Detail as per below
7	Drysdale	232 Pitt St Waterloo		Detail as per below
8	Dobell	33 John St Waterloo		Detail as per below
	T101			
9	Northcott	40 Belvoir St Surry Hills		Detail as per below
10	The Pottery	33 Belvoir St Surry Hills		Detail as per below
11	Kendall	43 Morehead St Redfern		Detail as per below
12	Gillmore	55 Morehead St Redfern		Detail as per below

APPENDICES

13	Lawson	57 Morehead St Redfern	Detail as per below
14	Purcell	55 Young St Redfern	Detail as per below + see instruction for alarm below
15	McKell	55 Walker St Redfern	Detail as per below
16	Rooming House	80 Flinders St Surry Hills	Detail as per below
17		138 Flinders St Darlinghurst	Detail as per below
18	Gav Court	267-271 Chalmers St Redfern	Detail as per below
19		547 Crown St Surry Hills	Detail as per below
T103			
20	Poplar	2 Poplar St Surry Hill	Detail as per below
21	Sirius	36-50 Cumberland St The Rocks	Detail as per below
22		225 Bourke St Darlinghurst	Detail as per below
23		220 Victoria St Kings Cross	Detail as per below
24	Rooming House	60 Argyle St Millers Point	Detail as per below
25	Rooming House	71 Kent St Millers Point	Detail as per below
26	Dalgety Terraces	7 Dalgety Terrace Millers Point	Detail as per below
27		73 Windmill St Millers Point	Detail as per below
28		82-84 Windmill St Millers Point	Detail as per below
29	Community Centre	49 McEihone St Woolloomooloo	Detail as per below

APPENDICES

30	Sydney City Mission	92-94 Victoria St Potts Pt	Detail as per below
31	Hostel for Men	94 Kent St Sydney	Detail as per below
32	Hostel for Men	119 Kent St Sydney	Detail as per below
33	Womans Hostel	164 Victoria St Potts Point	Detail as per below
34		86-114 Bowman St Pyrmont	Detail as per below
35		4-10 Dowling St Woolloomooloo	Detail as per below
36		2-6 Francis St East Sydney	Detail as per below

T104

37	Stuart House	65 New Orleans Cr Maroubra	Detail as per below
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T107

38		130 Glebe Point Rd Glebe	Detail as per below
39		6-10 Minoque St Forest Lodge	Detail as per below
40	Elise	86-88 Derwent St Glebe	Detail as per below

T108

41	Jonna O'Dea	23 Pyrmont Bridge Rd Camperdown	Detail as per below
42	Golden Grove	38 Forbes St Newtown	Detail as per below
43		31 Station St Newtown	Detail as per below
44	Rathlin	55 Livingstone Rd Petersham	Detail as per below
45	Moorabin	99 Lilyfield Rd Lilyfield	Detail as per below

APPENDICES

T109

46		3-5 Florence Ave Eastlakes	Detail as per below
47		16-18 Maloney St Rosebery	Detail as per below
48		1679 Botany Rd Banksmeadow	Detail as per below

T110

49		21 Wattle St West Ryde	Detail as per below
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T111

50		17-19 Christie St, St Leonards	Detail as per below
51	Archer Court	17 Nicholson St Wollstonecraft	Detail as per below
52	Greenway Building A	4 Ennis Rd Milsons Point	Detail as per below
53	Greenway Building B	4 Ennis Rd Milsons Point	Detail as per below
54	Greenway Building C	4 Ennis Rd Milsons Point	Detail as per below
55	Greenway Building D	4 Ennis Rd Milsons Point	Detail as per below

T113

56	Lincoln	2-4 Washington Ave Riverwood	Detail as per below
57	Jefferson	2-4 Roosevelt Ave Riverwood	Detail as per below

T504

58	Achenar	24-26 Victoria St Burwood	Detail as per below
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T506

APPENDICES

59	Phoebe House T507	220 Forest Rd Arncliffe	Detail as per below
60	Valley View Block 1	33 Sturt St Telopea	Detail as per below
61	Valley View Block 2	31 Sturt St Telopea	Detail as per below
62	Valley View Block 3 T802	29 Sturt St Telopea	Detail as per below
63		51 Moonee St Coffs Harbour	Detail as per below
	No Comm	1. Notify DoH Call Centre of "No Comms" and the need to ring 000 in the event of fire emergency until rectified 2. Fax Steve Hennessy on 02 9372 8487 3 Call out service tech	
	Fire Alarms	Fax only to Steve Hennessy	
	FAS Fault	If fault not restored after 5 mins, PH & fax CBC Construction, fax Steve Hennessy If FAS fault restored within 5 min fax only to Steve Hennessy "fault restored"	
	PSTN Fail		
	Instruction for Purcell	B/H - Ring either John Dacron (02) 9319 9385 or Garry Fullbrook (02) 9319 9334 A/H - Ring security - Fogl Knight 1300 650 506 Advise "This is _____ Fire Monitoring calling to report a call system activation at Purcell building - 55 Young St Redfern" Fax to Steve Hennessy & CBC Constructions	

END OF SECTION – APPENDIX B - SCHEDULE OF BUILDINGS

**END OF DEPARTMENT OF HOUSING FIRE LINE MONITORING 2006-2011
TENDER DOCUMENT**