

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.



Attorney General's Department

**Tender Document
for**

**DOWNING COURT
302 CASTLEREAGH STREET, SYDNEY
UPGRADE AND MAINTENANCE OF
TWO PASSENGER LIFTS
(LIFTS 6 AND 7)**

Contract No: 0602489

November 2006



LIFT CONSULTANCY GROUP

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TENDERING

CONDITIONS OF TENDERING

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 documents only to:

Name: Robert Yeoh

Telephone number: 9372 8285

Mobile: 0407 204 650

E-mail address: robert.yeoh@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 Internet web site at

<http://www.treasury.nsw.gov.au/procurement/cfp ig.htm>

- Tenders Section, Department of Commerce, Level 3, McKell Building, 2-24 Rawson Place, Sydney, 2000, Telephone 93728900

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.

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 terms, may be submitted to the Chairperson, State Contracts Control Board, Department of Commerce, McKell Building, 2-24 Rawson Place, Sydney, 2000.

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 the contract.

The Principal does not contract with firms under any form of external administration. If the tender 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 or initial Contract Price 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 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 Principal may elect to pass over a tender from a tenderer that does not demonstrate the capacity to systematically plan and manage the quality of its work in accordance with the NSW Government *Quality Management Systems Guidelines*, which are available at:

<http://www.construction.nsw.gov.au/cppm/guidelines.html>

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

2.3 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

Tenderers must demonstrate their capacity to manage occupational health and safety in accordance with the *NSW Government Occupational Health and Safety Management Systems Guidelines 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 identified 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 tenders with the following financial capacity, and no other significant detrimental financial characteristics to be financially satisfactory in respect of tenders:

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

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

3. CONTRACT DETAILS

3.1 INSURANCE

Works and public liability insurance

The Principal has arranged insurance of the Works (and any temporary works) and public liability. The Contractor must maintain the policy by paying the insurance premiums.

For the purpose of this tender, the following defined amounts are relevant:

Item	Amount
Contract Works cover	\$ 1 million any one occurrence
Public Liability Cover	\$20 million any one occurrence
Rate of Premium	0.4820%
Allowance for Principal Supplied Materials and Salvageable Materials	NIL

The insurance policy is at:

http://www.managingprocurement.commerce.nsw.gov.au/system/index_contract_management_insurance_policies.doc.

Asbestos liability insurance

The Principal has arranged a policy for asbestos liability insurance. The Contractor must effect insurance under the policy if asbestos decontamination work is undertaken.

The insurance policy is at:

http://www.managingprocurement.commerce.nsw.gov.au/system/index_contract_management_insurance_policies.doc

The insurance broker is Marsh Pty Ltd.

Other Insurance

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

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

4. CURRENT POLICIES

4.1 GOODS AND SERVICES TAX

Prices and fees in this Tender 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 price 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 NSW GOVERNMENT PREFERENCE SCHEME

Preference

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

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

Imported Goods

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

If the Contractor breaches provisions of Preliminaries clause - **Australian and New Zealand Goods**, the Principal will not pay for the imported goods. The Principal may but is not bound to, negotiate a reduction in price to accept the imported goods, but the reduction will be not less than 20% of the Principal's estimate of the imported value of the goods.

NSW Country Manufactured Goods

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

4.3 DISCLOSURE OF CONTRACT INFORMATION

In accordance with NSW Government Policy to publicly disclose details of its contracts, the Principal may publish the following information about a contract awarded under this tender:

- Details of contract (description of project 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;
- Provisions for re-negotiation (where applicable).

The Principal will not disclose the following information about any contract awarded under this tender unless the 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 (eg. non-tangible property that is the result of creativity, such as patentable ideas or inventions, trademarks, copyrights, etc.); 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 a 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 Chair 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 Chair 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 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 about the contract specified above, on the internet, within 60 days after award of the contract. For other contracts the Principal will disclose the specified information on request.

4.4 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

By tendering for this Contract, the Tenderer authorises the Principal to make available to other NSW government departments or 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 departments or 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 department or 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.

4.5 CONTRACTOR PERFORMANCE

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

For details refer to the *Performance management system* guidelines which are available at:

http://www.managingprocurement.commerce.nsw.gov.au/system/index_performance_management.doc

4.6 FINANCIAL ASSESSMENT

By tendering for this Contract, the Tenderer agrees that the Principal may engage private sector consultants to financially assess tenderers. Financial details of tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract with the Principal to safeguard the financial details obtained. Financial Assessors must not disclose

such details, either in whole or in part to any party other than NSW Government departments or agencies without the express written permission of the tenderer.

The Financial Assessor is Kingsway Financial Assessments Pty Ltd

Submit, when required by the Financial Assessor or Principal, the Financial Assessment information shown in TENDER SCHEDULES - SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION.

4.7 STATUTORY DECLARATIONS

The Contract requires the Contractor to provide the Principal with approved statutory declarations regarding payments to workers, subcontractors and suppliers with all submitted claims for payment as well as at any other times when requested by the Principal, and to obtain equivalent statutory declarations 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 retention**.

4.8 UNCONDITIONAL UNDERTAKINGS - APPROVED INSTITUTIONS

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

<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 becomes part of the tender documents. Similarly, should the Principal require 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 or variation to the original document, 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 at least 48 hours prior to requiring access to the Site;
- 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 experience difficulty in securing an appointment with the Client's Representative concerning site inspection.

The Client's Representative may be contacted on days Monday to Friday between 9am to 5pm as follows:

Site	Client's Representative	Phone	E-mail
Downing Court Sydney	Rod Dunlop	9287 7675	Rod_dunlop@agd.nsw.gov.au

5.3 PRE-TENDER MEETING

A pre-tender meeting will be held on the date, at the time and at the place nominated in the invitation to tender.

The Contact Person will be available at that time 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. Submit any mandatory or optional alternative tender described earlier, 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 concept expressed in the tender document. Where such 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.

6.2 TECHNICAL DATA

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

7. SUBMISSION OF TENDERS

7.1 DOCUMENTS TO BE SUBMITTED

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

- TENDER FORM
- SCHEDULE OF PRICES
- SCHEDULE OF WORK PROGRAM
- SCHEDULE MAINTENANCE RATES
- SCHEDULE OF TECHNICAL DATA
- SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT

- SCHEDULE OF ALTERNATIVES TO IMPORTED GOODS
- SCHEDULE OF NSW COUNTRY MANUFACTURED GOODS
- SCHEDULE OF QUALITY MANGEMENT INFORMATION
- SCHEDUAL OF OCCUPATION HEALTH AND SAETY MANAGEMNET INFORMATION

Submit all information called for in the tender documents.

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

7.2 SUBMISSION PROCEDURE

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

- eTendering,
- Tender Box,
- Facsimile.

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

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

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) and submission of tenders.

Tenderers are encouraged to obtain RFT and submit tenders through the eTendering website at:

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

Legal status

Tenders submitted 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 submitted by other means.

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

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

Electronic Format for Submissions

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

File Compression

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

Change of Tender Form Text

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

7.4 TENDER BOX

The Tender may be submitted in the Tender Box at Department of Commerce

McKell Building (Level 3), 2-24 Rawson Place, Sydney NSW 2000

Submit the Tender in a sealed envelope addressed to the Secretary of the Tender Opening Committee and marked with **“Tender for Downing Court, Sydney – Upgrade and maintenance of two passenger lifts. Contrac No: 0602489”** and the closing date and time.

7.5 FACSIMILE

The Tender may be submitted to the following facsimile number: (02) 9372 8974

Address the Tender to the Secretary of the Tender Opening Committee and mark the first page of the facsimile with **“Tender for Downing Court, Sydney – Upgrade and maintenance of two passenger lifts. Contrac No: 0602489”** and the closing date and time.

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

7.6 ALTERNATIVE TENDER BOX AND FACSIMILE NUMBER

The Tender may be submitted before the closing date and time in the Tender Box or by facsimile at any of the following locations:

McKell Building
Level 3, McKell Building,
2-24 Rawson Place,
Sydney. NSW 2000
Fax: (02) 9372-8974

Hunter and New England Region,
Newcastle Office,
PO Box 2297, Dangar NSW 2309
117 Bull Street, Newcastle West. NSW 2302
Fax: (02) 4908 4879

South Coast Region,
Wollongong Office,
84 Crown Street,
Wollongong. NSW 2500
Fax: (02) 42268517

North Coast Region,
Lismore Office,
Dalley Street,
Lismore. NSW 2480
Fax: (02) 6626 5690

Riverina/Western Region,
Bathurst Office,
140 William Street,
Bathurst. NSW 2795
Fax: (02) 6332 6520

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 tendered, the Principal may take into consideration the following criteria:

- whole-of-life costs, including costs of disposal;
- ability to meet *NSW Code of Practice for Procurement* requirements;
- innovation offered;
- delivery times offered;
- quality offered;
- previous performance of tenderer;
- experience of tenderer and personnel proposed;
- capability of tenderer, including technical, management, human resource, organisational and financial capability and capacity;
- tenderer's occupational and health and safety management practices and performance;
- tenderer's workplace and industrial relations management practices and performance;
- tenderer's environmental management practices and performance;
- tenderer's 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 with the Tender. The ratio of price to non-price criteria will be: **70:30**

The non-price criteria used to assess the tenders will be:

- Past performance.
- OH&S and QA system.

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 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 contract 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, that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

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

END OF SECTION – CONDITIONS OF TENDERING

TENDER SCHEDULES

1. TENDER FORM

Location and Fax No. of
Tender Closing Office:

Department of Commerce, Level 3, Mckell Building,
2-24 Rawson Place, Sydney NSW 2000
Fax: (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

Downing Court

302 Castlereagh Street, Sydney, NSW

UPGRADE AND MAINTENANCE

OF TWO PASSENGER LIFTS

(LIFTS 6 AND 7)

(Contract No. 0602489)

in accordance with the following documents:

TENDER DOCUMENT SPECIFICATION

and Addenda Numbers:

For the lump sum of:

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

2. SCHEDULE OF PRICES**Contract No. 0602489**

(SUBMIT WITH TENDER FORM)

Complete the schedule by inserting the tender prices for each of the following items, giving a total lumpsum tender price.

This schedule forms part of the contract

ITEM NO.	DESCRIPTION	AMOUNT	TOTAL
1	Upgrade of two passenger lifts	\$ _____	
2	Comprehensive maintenance of two lifts from Letter of Acceptance to completion of all upgrade works	\$ _____	
3	Goods and Services Tax for upgrade	\$ _____	
4	Total amount for upgrade		\$ _____

(to continue next page)

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Schedules of Prices (Page 2 of 2)

**Comprehensive Maintenance of two lifts
after Completion of Upgrade**

5. Maintenance for 1st year \$ _____
- 6 Add Goods and Services Tax \$ _____
- 7 Amount for 1st year maintenance \$ _____
8. Maintenance for 2nd year \$ _____
- 9 Add Goods and Services Tax \$ _____
- 10 Amount for 2nd year maintenance \$ _____
11. Maintenance for 3rd year \$ _____
- 12 Add Goods and Services Tax \$ _____
- 13 Amount for 3rd year maintenance \$ _____

Brought forward the total amount for upgrade (Item 4 in page 1)		\$ _____
--	--	----------

TOTAL LUMP SUM TENDER:
(Items 4, 7, 10 & 13)
(to equal amount on Tender Form)

\$ _____

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

4. SCHEDULE OF WORK PROGRAM

Contract No. 0602489

(Submit with Tender Form)

Item	No of Weeks
1 Design, order, supply and delivery of equipment (from date of Letter of Acceptance)	_____
2 Installation & testing of first lift	_____
3 Installation & testing of second lift	_____
TOTAL FOR UPGRADE WORK (Items 1 to 3)	_____

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

5. SCHEDULE OF MAINTENANCE RATES

Contract No. 0602489

(Submit with Tender Form)

Contractor's normal working hours for maintenance, repairs: _____

Minimum on site time (excluding travelling time) for each maintenance visit:

Hours / Visit

Two passenger lifts _____

HOURLY RATES

Normal work hours \$ _____

Outside normal hours \$ _____

Saturdays \$ _____

Sundays and - Public Holidays \$ _____

CHARGEABLE CALLOUT RATES

Per Callout

Normal work hours \$ _____

Outside normal work hours \$ _____

Saturdays \$ _____

Sundays & Public Holidays \$ _____

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

6. SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT

Contract No. 0602489

(SUBMIT WITH TENDER FORM)

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

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

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

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

7. SCHEDULE OF ALTERNATIVES TO IMPORTED GOODS

Contract No. 0602489

(SUBMIT WITH TENDER FORM)

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

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

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

8. SCHEDULE OF NSW COUNTRY MANUFACTURED GOODS

Contract No. 0602489

(SUBMIT WITH TENDER FORM)

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

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

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

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

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

9. SCHEDULE OF TECHNICAL DATA

Contract No. 0602489

(SUBMIT WITH TENDER)

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

The proposed controllers must have been installed in NSW, tested. List three installations in Sydney which use such controllers.

Manufacturer of drive and traffic controller: _____

Type and Model: _____

Details of controller: (including the computer despatching system, traffic and real-time control)

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

10. SCHEDULE OF QUALITY MANAGEMENT INFORMATION

Contract No. 0602489

(SUBMIT WITH TENDER FORM)

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

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

11. SCHEDULE OF OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT INFORMATION

Contract No. 0602489

(SUBMIT WITH TENDER FORM)

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

Evidence of satisfactory OHS management

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

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

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

- a. a client referee report (which may be a NSW Government agency Contractor Performance Report) commenting on the Tenderer's performance in relation to occupational health and safety management, identifying the referee's name, position, organisation and telephone and email contact details; **or**
- b. a third party audit report or internal audit report; **or**
- c. a site safety inspection report; **or**
- d. a Safety Management Plan; **or**
- e. three Safe Work Method Statements; **or**
- f. minutes of three Toolbox meetings.

Recent OHS prosecutions and fines

Provide:

- a statement confirming that the Tenderer is not in default of any fine issued for a breach of the OHS legislation; **AND**
- details of every OHS prosecution and fine imposed on the Tenderer in Australia during the last two years, together with a description of actions taken by the

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Tenderer in response to each prosecution and fine; or

- a statement that the Tenderer incurred no prosecutions or fines during the last two years.

Hazardous substances

WHEN REQUESTED, submit details of proposed:

- i) methods for surveying for hazardous materials;
- ii) methods for handling and removal from the Site of hazardous materials; and
- iii) Consultants and Subcontractors and licence details.

Demolition

WHEN REQUESTED, for each item to be demolished, submit details of the proposed method of demolition including:

- i) plant and equipment to be used;
- ii) protection of the Site including, but not limited to, protection of any items specified; and
- iii) arrangements, including details and extent of protective hoardings, for the protection of the public and property adjoining the Site.

Occupational Health and Safety Management Monthly Report

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

Independent certification of formwork

The Tenderer undertakes, if awarded the Contract, to provide evidence of independent certification of formwork as required by Preliminaries clause – **Occupational Health and Safety Management**.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

12. SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

Contract No. 0602489

(SUBMIT WHEN REQUESTED BY PRINCIPAL OR FINANCIAL ASSESSOR)

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

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

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

13. UNDERTAKING TO COMPLY WITH THE NSW CODE OF PRACTICE FOR PROCUREMENT .

Contract No. 0602489

(SUBMIT WHEN REQUESTED BY THE PRINCIPAL)

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

SPECIFICATION

1 GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

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



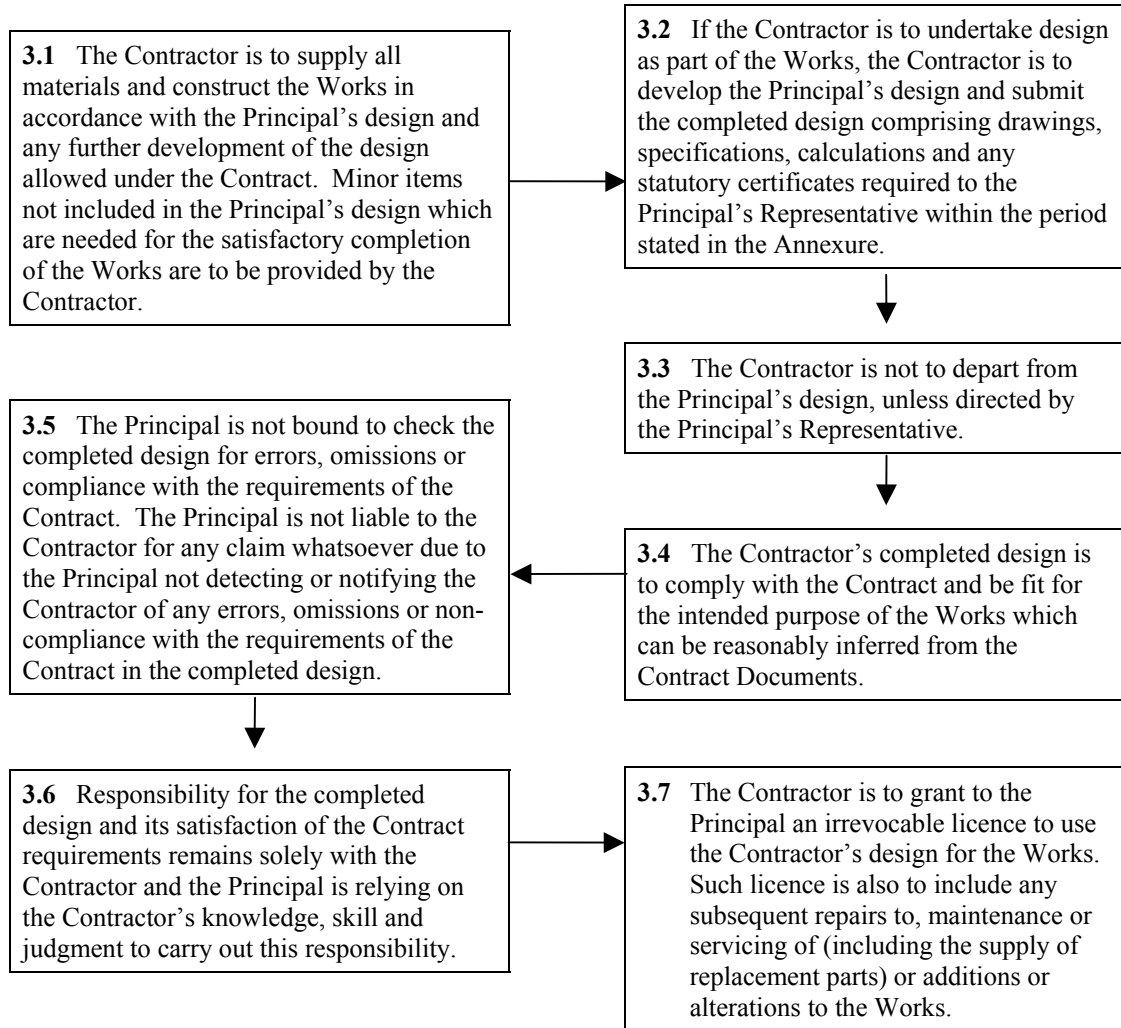
2 CONTRACT

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

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

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

3 DESIGN AND CONSTRUCTION



4. CARE OF THE WORKS AND OTHER PROPERTY

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

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

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

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

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

5. INSURANCE

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

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

5.2 If insurance of the Works and public liability is to be arranged by the Principal (see the Annexure) a policy for insurance of the Works and public liability comes into effect on acceptance of the tender.

The Contractor is to pay all necessary premiums within 14 days of the date of invoice from the insurance broker. Payment must be made in accordance with the instructions on the invoice and must include a statement of the Contract Number.

Go to **5.4**

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

(a) public liability to an amount of not less than \$5,000,000 for any single occurrence; and

(b) loss or damage to the Works, any temporary works and all materials, constructional plant and other things that are brought onto the Site by or on behalf of the Contractor or are entrusted to the Contractor by the Principal. The amount insured is not to be less than the Contract Sum.

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

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

Go to **5.4**

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

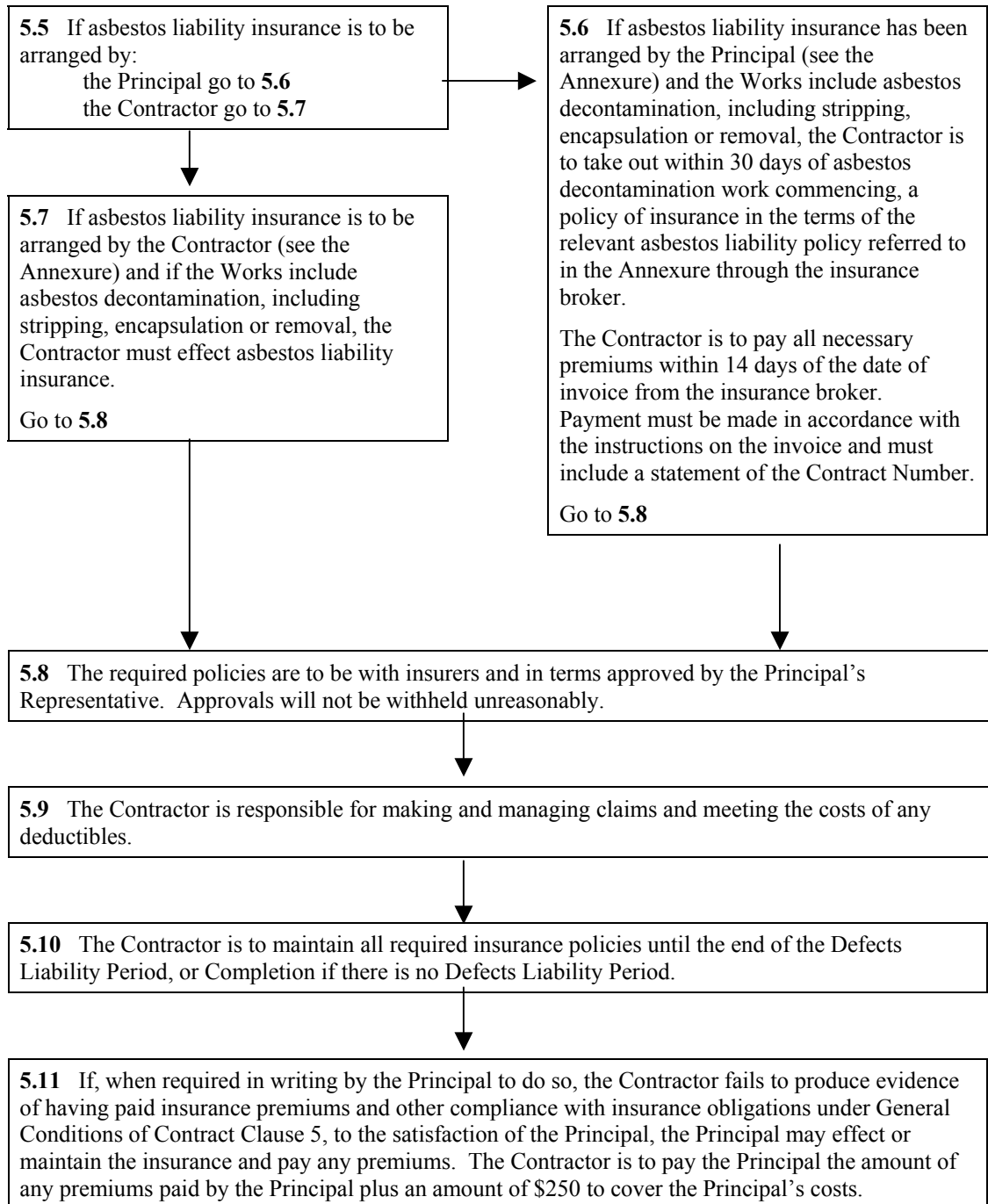
- (a) For the use of water-borne craft in excess of 8 metres in length: marine liability insurance;
- (b) For design of the Works undertaken by the Contractor: professional indemnity insurance.

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

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

Go to **5.5**

1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE



6. SITE AND POSSESSION

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



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



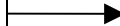
6.3 The Contractor is to begin work on the Site as soon as practicable after being given possession of the Site by the Principal.



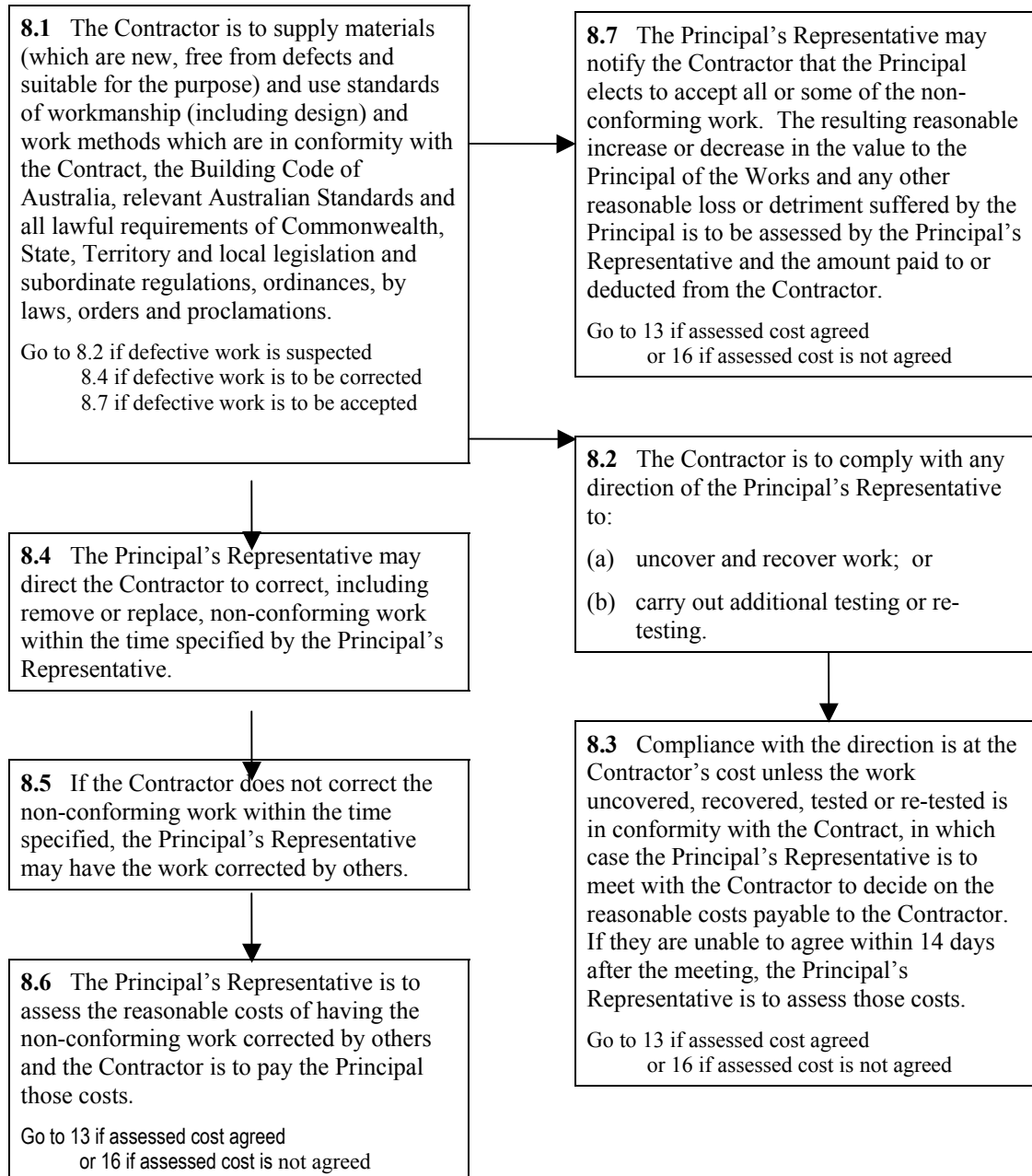
6.4 The Contractor is to give the Principal's Representative, agents and contractors reasonable access to the Site for any purpose.

7. SITE CONDITIONS

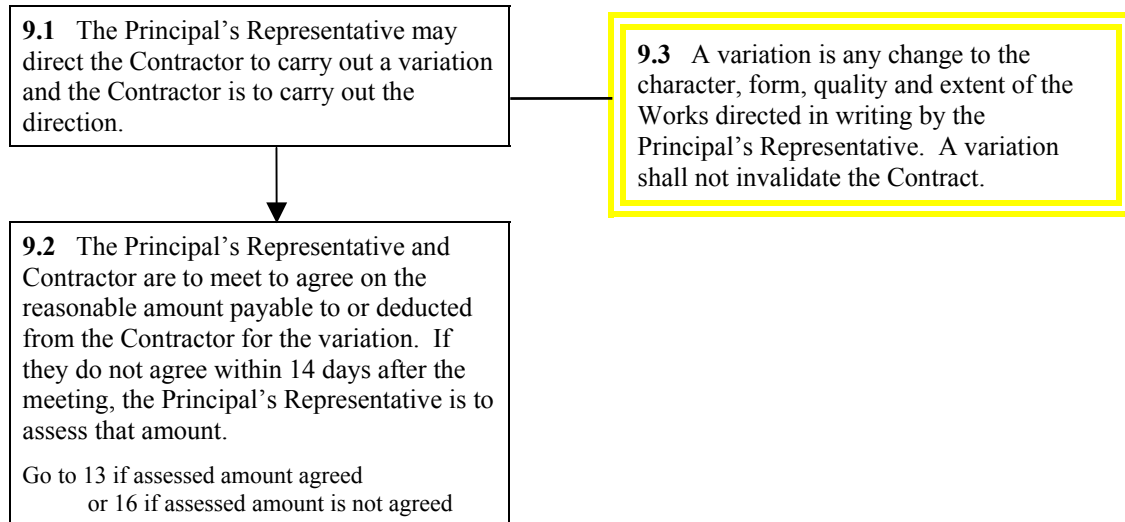
7.1 If the Contractor discovers that the conditions on, about or below the Site differ from what ought to have reasonably been anticipated at Tender time the Contractor is to inform the Principal's Representative immediately and, where possible, before the conditions are disturbed.



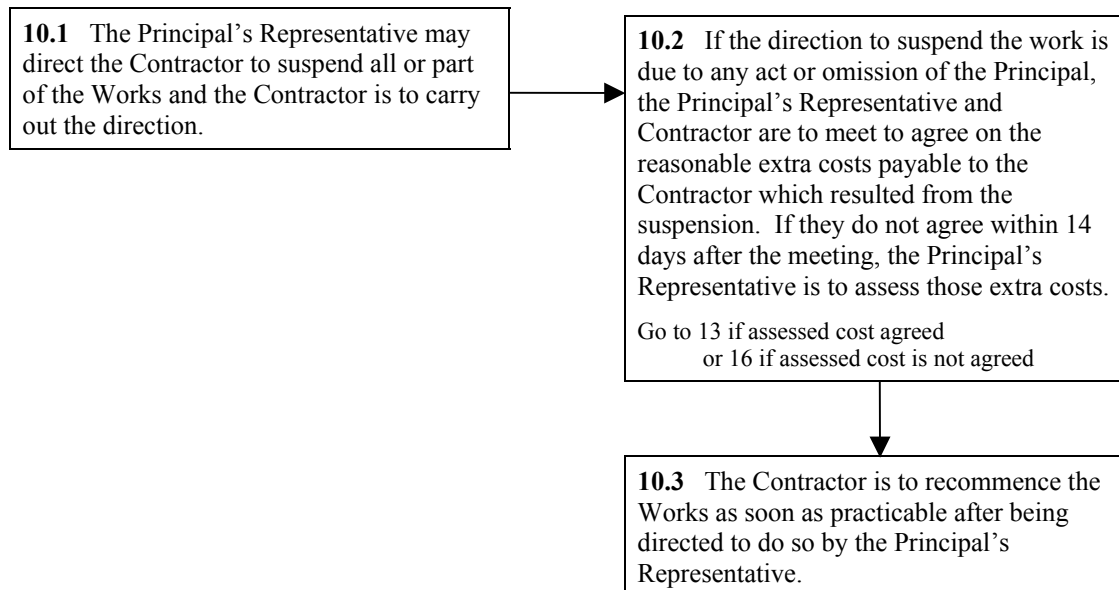
7.2 The Contractor is not entitled to any extra payment for the different Site conditions. If the different conditions are such that the Principal's Representative directs the Contractor to carry out a variation, the procedure in Clause 9 is then to be followed.

8. NON-CONFORMING WORK

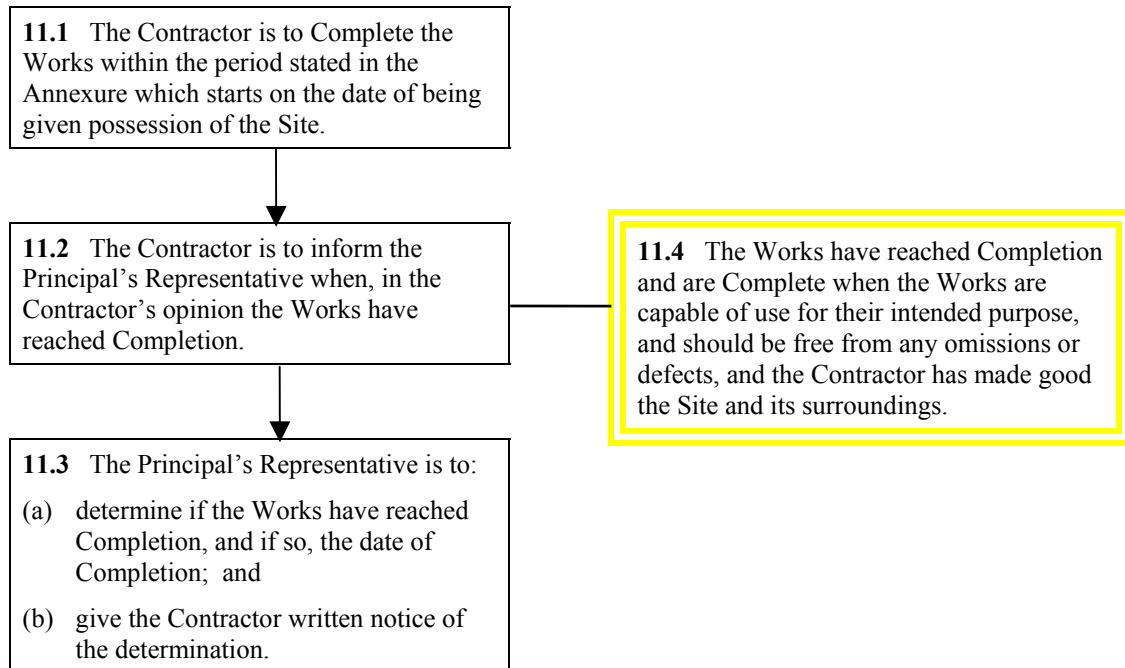
9. VARIATIONS



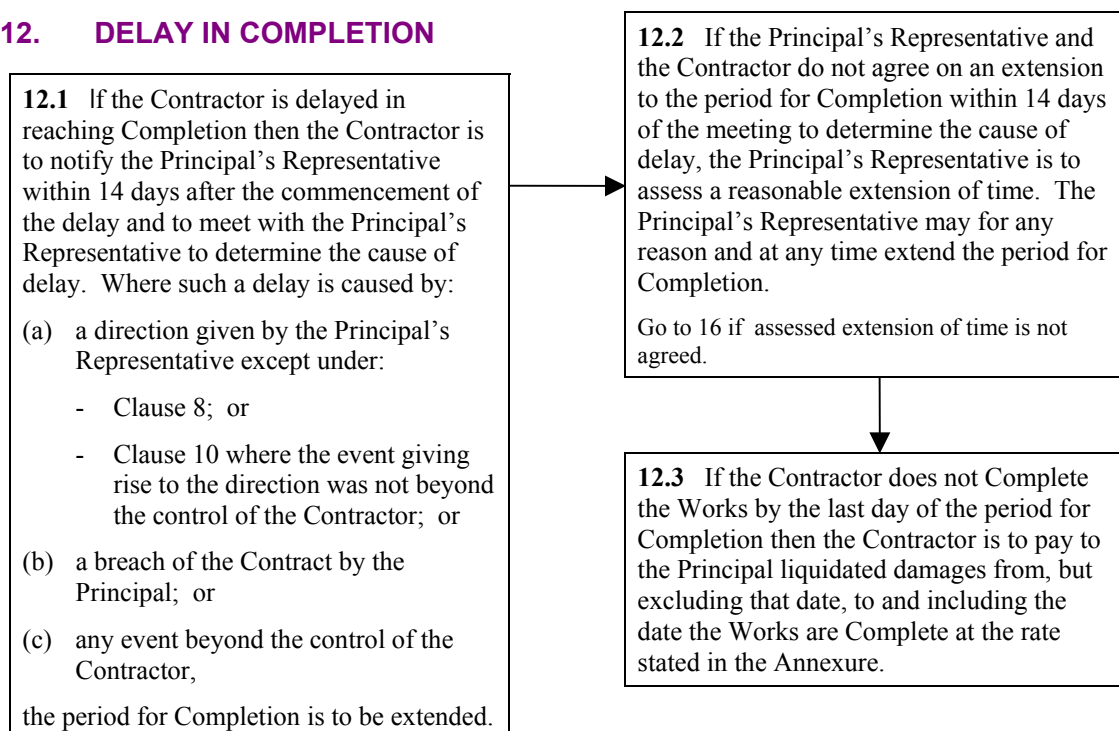
10. SUSPENSION



11. COMPLETION OF THE WORKS



12. DELAY IN COMPLETION



13. PAYMENT AND RETENTION

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

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

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

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

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

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

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

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

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

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

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

13.3 (Continued)

Payment is to be made within 21 days of the Contractor's written claim or 7 days after the statutory declaration is provided, whichever is the later. If the Contractor breaches the requirement to submit a completed statutory declaration the Principal is not obliged to make any payment to the Contractor while the breach continues.

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

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

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

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

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

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

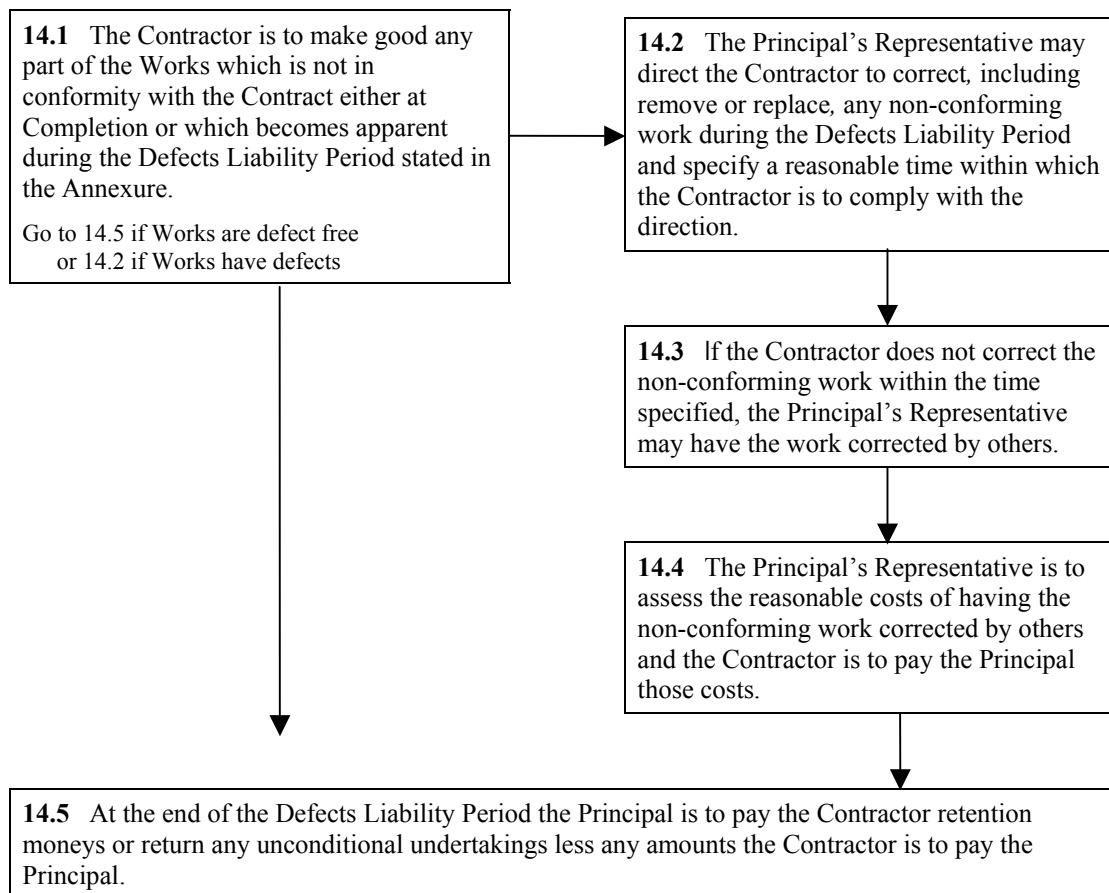
An amount of 2.5% of the Contract Sum is to be retained by the Principal against the due and proper performance of the Contract, except when there is no Defects Liability Period.

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

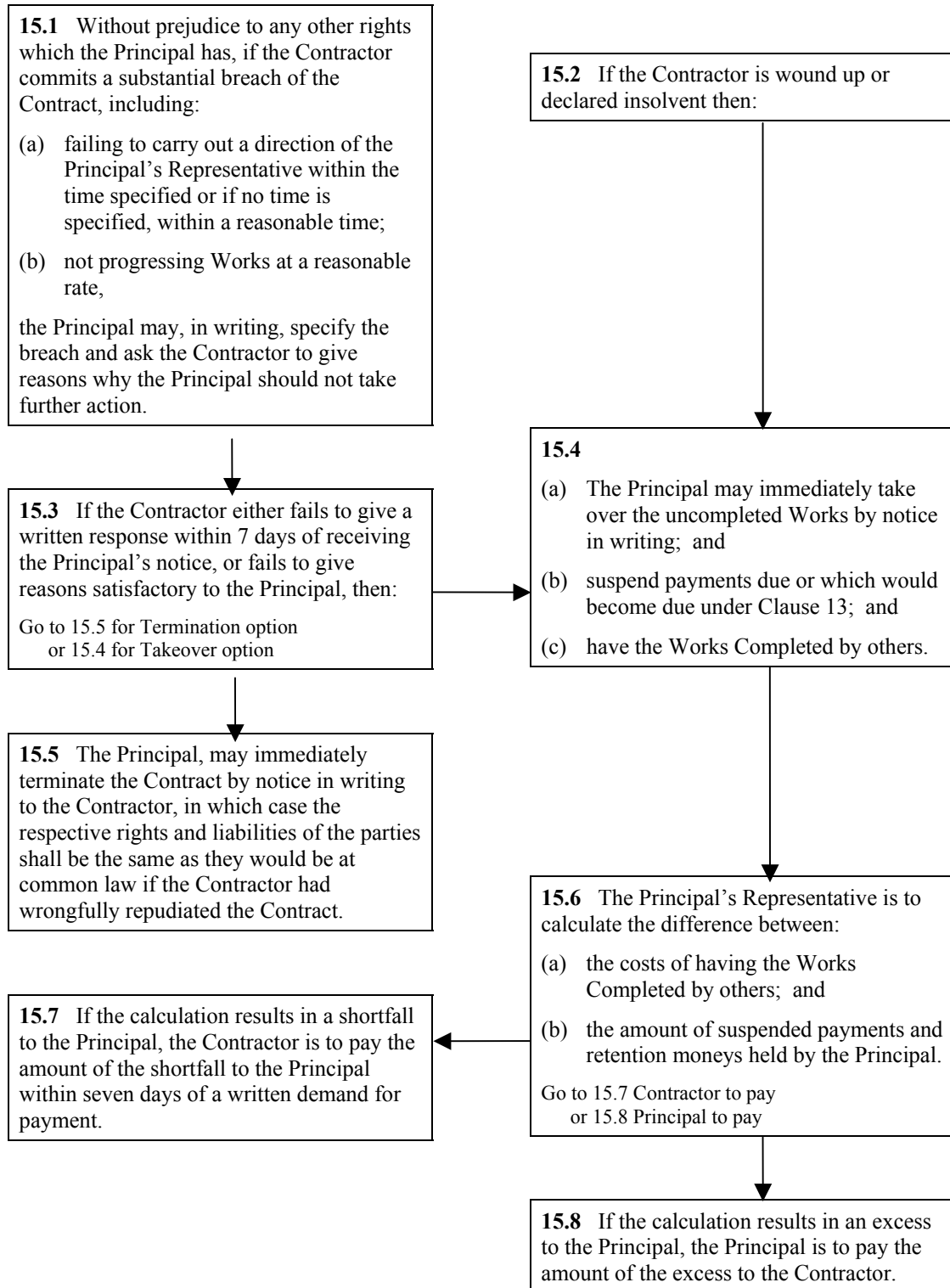
13.6 *If an Unconditional Undertaking is required:*

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

14. DEFECTS LIABILITY PERIOD



15. DEFAULT AND INSOLVENCY



16. DISPUTES

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

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

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

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

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

16.4 The person nominating the Expert is not to nominate:

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

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

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

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



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

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



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

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

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

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

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

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



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



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

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

17. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE

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

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

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

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

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

18 TERMINATION OF INOPERATIVE EQUIPMENT OR UPGRADE WORK

18.1. When the work or part of the work becoming inoperative due to fire or other accidental cause, the Principal may terminate or suspend the operation of this contract related to such unit or units from the date of the accident. No such partial termination or suspension shall in any way annul the contract, or lessen or affect the obligations of the Contractor and the Principal, except in respect of such unit or units terminated. The Contract Price shall be adjusted accordingly.

18.2 If the Principal enters into contract for upgrade or refurbishment works, the Principal may terminate the operation of this contract related to such unit or units by giving 90 days prior written notice, or make payment for 90 days in lieu of notice.

Upgrade or refurbishment works may include one or more of the following:

Replacement of drive or traffic control system.

Refurbishment of car superstructure.

19 SEPARABLE PORTIONS

19.1 The work under the contract shall comprise Separable portions as stated in the Annexure.

In using the Separable Portion that has reached Completion the Principal shall not hinder the Contractor in the Performance of the work under the contract.

SCHEDULE 1

APPROVED FORM OF UNCONDITIONAL UNDERTAKING

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

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

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

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

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

DATED at this day
of 20

.....
[Signature]

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

.....
[Position / Title]

SCHEDULE 2

Statutory Declaration

Oaths Act (NSW)
Ninth Schedule

Definitions

The Principal is

The Contractor is

ACN/ABN.....

The Contract is Contract No.

Contract Title.....

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

Declaration

Full name **I,**

Address of
.....

do hereby solemnly declare and affirm that:

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

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

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

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

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

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

Delete the words
in italics that are
not applicable.

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.

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

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.

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

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

PAYMENTS TO SUBCONTRACTORS

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

in the Contract, as they apply to them; and

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

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

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

Signature of
Declarant

.....

declared at

Place

.....

Date

on.....

before me

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

.....

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

.....

.....

Notes:

1. In this declaration:

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

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

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

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

Clause

1.1

The Principal is Attorney General for the State of NSW.

Notices and Submissions to the Principal

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

1.2

The Principal's Representative is : Robert Yeoh, Lifts Engineer, Department of Commerce and is located at: Department of Commerce, Level 17, McKell Building, 2-24 Rawson Place, Sydney, 2000

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

1.3

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

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

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

5.2

The Principal has arranged insurance of the Works and public liability through insurance broker Marsh Pty Ltd.

The insurance policy is at:

http://www.managingprocurement.commerce.nsw.gov.au/system/index_contract_management_insurance_policies.doc

6.1

The time to give possession of Site

is: Date stated in Letter of Acceptance after the Principal accepted the tender.

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

11.1

The period for Completion is: **Forty-two calendar weeks** for Upgrade and three years maintenance after upgrade.

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

12.3

The rate per day of liquidated damages is: \$80 per day and up to 10 % of the tender amount.

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

13.1

The amount of Security is: \$

If no amount is stated then no Security applies.

13.3

The Milestones and Percentages are as below:

Milestone	Percentage
Design, shop drawings and program	20%
Delivery of controllers and accessories	50%
Completion of first lift	70%
Completion of second lift	90%
Maintenance for three years	100%

Note: Maintenance paid quarterly in arrears

14.1

The Defects Liability Period, which commences at Completion of the Works is: Fifty-two Calender weeks.

19.1

The work comprises of the following separable portions:

Completion of Lift 6.

Completion of Lift 7.

Maintenance after Completion of upgrade.

END OF SECTION – GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

2 PRELIMINARIES

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 Electronic Transactions Act 2000.

1.2 LONG SERVICE LEVY

Requirement

Before commencing work under the Contract, the Contractor must:

- pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable in respect of the building and/or construction work under the Building and Construction Industry Long Service Payments Act, 1986; and
- produce to the Principal's Representative the document evidencing payment of the levy as referred to in the above point.

1.3 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;
- 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. The Principal shall be entitled to withhold from any payment due to the Contractor on any account an equivalent sum as liquidated damages.

1.4 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 departments or 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 departments and 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 department or 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.

1.5 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” and the expression “net dollar margin” has the meaning given in the guidelines issued by the Australian Competition and Consumer Commission.

Reimbursable Expenses

If this agreement 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 is entitled in respect of the reimbursable expense; and
- if the other party’s recovery from the first party is a taxable supply, any GST payable in respect of that supply.

Recipient Created Tax 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

The Contractor will 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 for the issue of Recipient Created Tax Invoices.

The Principal will be responsible for issuing Recipient Created Tax Invoices, and Adjustment Notes in respect of adjustment events known to the Principal.

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

Progress or payment certificates or 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 certificate will be an invoice creating a GST liability on the Contractor to pay GST in respect of that payment.

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*.

1.6 QUALITY MANAGEMENT REQUIREMENTS

Design Plan

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

The *QMS Guidelines* are available at:

<http://www.construction.nsw.gov.au/cppm/guidelines.html>

Inspection and Test Plans

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

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

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

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

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

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

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

Conformance records

Submit copies of conformance records as specified, including:

Conformance records	Time when records are required
Completed Inspection & Test Plans and associated checklists	With each Payment Claim
Safety Management Plan and site Specific Safety Work Method Statements.	Prior to Commencement on site
Lift safety test results	At commissioning before Completion

Failure to Comply

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

1.7 AUSTRALIAN AND NEW ZEALAND GOODS

Requirement

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

This provision does not apply to:

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

1.8 SECURITY OF PAYMENT

General

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

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

Options as to Form of Security

Each subcontract which -

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

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

Trust for Cash Security and Retention Moneys

Each subcontract shall include a provision having the effect that:

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

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

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

Payments

Each subcontract shall include:

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

Register of Subcontracts

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

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

1.9 ADDITIONAL SECURITY AND OBLIGATIONS FOR TRUSTEES

If the Contractor is a trustee:

- 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. All 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.

1.10 INDUSTRIAL RELATIONS MANAGEMENT

Requirement

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

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

Failure to comply

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

1.11 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 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 that site.

The Contractor must not employ or permit to be employed on work under the contract at the site or 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.

The Contractor must not employ a person or permit a person to be employed on work under the contract at the site or sites continuously for more than 20 working days or intermittently for more than 20 working days out of any 12 weeks, unless the Contractor has provided the Principal with personal particulars and a consent to employment screening in the form instructed by the Principal.

Code of behaviour

The Contractor must ensure that all persons working on the site or sites under the Contract, including but not limited to the Contractor's employees and managers, consultants, subcontractors and suppliers (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's or subcontractor's employees working at the site or 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 sites.

1.12 AUDIT AND REVIEW

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

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

2 SITE AND WORKS

2.1 WORKING HOURS AND WORKING DAYS

Generally

Unless the Contract otherwise provides, the working hours on Site shall be up to 9 hours per day worked between 7:30 a.m. and 5 p.m., and the working days shall be Monday to Friday inclusive, but excluding public holidays and one day every 4 weeks, usually a Monday which is a rostered day off.

The office hours are between 9:30 am to 5:00 pm. No noisy works such as, drilling or jackhammering should be carried during these 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 are not limited to a prohibition of or restriction on the performance of work which requires supervision and may also include a requirement that the Contractor meets the costs of supervision, by or on behalf of the Principal, of work during times approved by the Principal's Representative.

2.2 EXISTING SERVICES

Notification

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

2.3 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

Specification and Statutory Requirements

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

Appointment as principal contractor

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

Design

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

- identify hazards and analyse the associated risks, probability and consequences of injury or illness;
- involve consultation with appropriate people on the safe construction, use and maintenance of the designed asset;

- establish a Design Hazard Register for the designed asset to record any hazards not eliminated in the design that may impose a risk to those constructing, using or maintaining the asset.

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

Site-specific Safety Management Plan

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

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

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

- Access to lift pit.
- Working on car top.
- Working on live controller
- Exposure to syringes in the lift pit and work site

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

OHS Management Monthly Report

Submit an OHS Management Monthly Report with each claim for payment detailing implementation of *Risk management*, *OHS training*, *Incident management*, *OHS statistics* and *Safe Work Method Statements*, and including the information listed below, as evidence of implementation of the Site-specific Safety Management Plan.

Contract Details

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

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

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

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

- work site access and exits
- personal protective equipment

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

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

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

Details of:

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

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

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

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

Incident Reports

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

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

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

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

Prohibition and Improvement Notices and On-The-Spot Fines

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

Independent Certification of Formwork

In this clause, the terms “qualified engineer” and “formwork” have the meanings given in Clause 209 of the *OHS Regulation 2001*. “Related Entities” means businesses, one of which is

owned wholly or in part by the other or that have proprietors, directors, officers, shareholders or employees in common.

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

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

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

Failure to Comply

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

2.4 HAZARDOUS SUBSTANCES

Definition

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

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

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

Response to Unexpected Discovery

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

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

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

- other details reasonably required by the Principal's Representative

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

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

Responsibility For Decontamination

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

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

Decontamination By Principal

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

Decontamination By Contractor

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

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

Working Hours

When the Contractor is required to decontaminate hazardous substances on occupied Sites, all such decontamination shall be carried out outside normal hours of occupation, unless otherwise approved in writing by the Principal's Representative.

Normal hours of occupation are:

- 7:00am to 5:00pm - Monday to Friday inclusive.
- 8.00am to 4:00pm – Saturday.
- Noisy work should not start until after 8.30 am
- Excluding public holidays

2.5 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 following, where applicable:

- Occupational Health and Safety Act 2000
- Occupational Health and Safety Regulation 2001
- WorkCover Authority of NSW requirements

- WorkSafe Australia - Asbestos: Code of Practice and Guidance Notes
- Environmentally Hazardous Chemicals Act 1985
- Waste Avoidance and Resource Recovery Act 2001

Where the regulations require registration or a licence for the asbestos decontamination work, 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 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
- what emergency plans including communications will be in place.

Notwithstanding any other provisions of the Contract, submit a program which outlines how requirements of this subclause will be met.

Monitoring

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

2.6 ENVIRONMENTAL MANAGEMENT SYSTEM

Requirement

The Contractor must comply with the *NSW Government Environmental Management Systems Guidelines*.

Project Environmental Management Plan

Document and implement a Project Environmental Management Plan that complies with the *NSW Government Environmental Management Systems Guidelines*.

Submit the Project Environmental Management Plan no later than 7 days before construction work commences. Submit revisions to the Plan.

Project Environmental Management Plan

Document and implement a Project Environmental Management Plan that complies with the *NSW Government Environmental Management Systems Guidelines*.

The Contractor may elect to complete Preliminaries Schedule – **Project Environmental Management Plan** as required to suit the project and implement the completed version as the Project Environmental Management Plan.

Submit the Project Environmental Management Plan no later than 7 days before construction work commences. Submit revisions to the Plan

Incident Reports

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

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

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

Failure to comply

If at any time the Contractor has not carried out its obligations under this clause - **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.

2.7 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;
- timber from Australian high conservation forests.

2.8 WASTE MANAGEMENT

Requirement

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, 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 a *Waste Recycling and Purchasing Report*. A template for the *Waste Recycling and Purchasing Report* is available at:

http://www.managingprocurement.commerce.nsw.gov.au/contract_management/cm_sf_waste_recycling_and_purchasing_report.doc

Report immediately the details of any waste 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.

2.9 PEST CONTROL

Restrictions

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

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

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

2.10 WORK METHOD

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

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

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

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

2.11 STANDARDS

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

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

2.12 CLEANING UP

Requirement

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

2.13 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 request must be accompanied by all available technical information and shall describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works.

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

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

2.14 GUARANTEES

Generally

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

2.15 SCHEDULE TO PRELIMINARIES - ENVIRONMENTAL MANAGEMENT PLAN

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
General						
Vehicles and plant	Exhaust emissions are minimised	No vehicles or plant producing excessive exhaust emissions will be used				
Emergencies - Incident reporting.	All environmental incidents are reported to the Principal's Representative. immediately	All environmental incidents will be reported to the Principal's Representative immediately				
Emergencies - Spills	Spills are contained, damage to the eco-system minimised and rectification organised	Emergency procedures to handle spills including oil and chemicals will be established before delivery begins				
Other environmental emergencies	Damage to the eco-system from environmental emergencies is minimised	Emergency procedures to handle other foreseeable environmental emergencies will be established				
Compliance Audit	Compliance with environmental requirements and, if breaches are detected, rectification of defects	The Contractor will: <ul style="list-style-type: none"> • Cooperate with periodic environmental audits; and • Rectify any environmental breaches identified within the time frame specified in the audit 				
Noise	Minimal detrimental impact	Adherence to EPA, Council and other noise limits will be mandatory Equipment will be kept in good repair and condition The Contractor will contact, co-operate and coordinate with neighbouring facility operators				

2. PRELIMINARIES

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
Waste - Quantity of materials	Minimal quantity of waste materials generated as a consequence of the Contract	Development and implementation of a strategy to reduce the quantity of waste generated as a consequence of the Contract				
Waste Disposal	<p>Appropriate and lawful disposal of waste associated with the Contract including:</p> <ul style="list-style-type: none"> • Packaging materials; • Replaced or redundant parts or materials; • Chemicals; • Oils and grease from machinery; • Paints and solvents including the cleaning of equipment, tools and brushes; • Cleaning materials and rags; • Trade Waste; • Materials unsuitable for re-use; and • Other waste 	<p>Identify lawful places for disposal of all types of waste generated as a consequence of the Contract.</p> <p>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.</p> <p>Record, for all waste, the 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.</p> <p>Submit to the Principal's Representative reports, including the record of waste disposal and method and location of disposal; and immediate reports of the details of any waste from the site which has been conveyed or deposited at any place that cannot lawfully be used as a waste facility for that waste.</p>				

2. PRELIMINARIES

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
Records	Sufficient records to demonstrate appropriate environmental management Notifications and Fines from the EPA and the resulting Corrective Action	This Environmental Management Plan and modifications to suit this Contract will be submitted to the Principal's Representative The Environmental Management Plans will be updated as required Appropriate progress and other reports will be submitted to the Principal's Representative The Principal's Representative will be notified of all EPA action and Fines from the EPA and the resulting Corrective Action All records will be securely filed using an effective document retrieval system				
Delivery						
Vehicle access	Damage to the ecosystems on Site is minimised	All vehicles and plant will access the site along designated routes				
Parking of vehicles and plant.	Damage to the ecosystems on Site is minimised	All vehicles and plant will park in designated areas				
Movements of Pedestrians, materials and equipment	Damage to the ecosystems on Site is minimised	All pedestrian materials and equipment movement from and to vehicles will be along approved access routes				
Wash down of vehicles and plant.	Stormwater is not polluted by residues from wash down	Vehicles and plant will be washed down only in areas approved by the Principal's Representative for this purpose				

2. PRELIMINARIES

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
Removal and Making Good						
Reinstatement	Re-instatement of damaged eco-systems to their previous condition	Relevant areas of Site will be cleaned and re-instated				

END OF SECTION - PRELIMINARIES

TECHNICAL SECTION

3. LIFTS UPGRADE

1 GENERAL

1.1 SCOPE

Carry out the upgrade of two passenger lifts Replace the equipment and components as specified in this section. Test the lift system as required by the relevant Standards and Codes and this specification. All works shall comply with the Australian Standard AS 1735 Part 2 (2001): Passenger and goods lifts, Electric and Part 12 (1999), AS1735 Part 10: Tests and the Occupation Health and Safety Act and Regulations 2001.

Provide comprehensive maintenance for two lifts, as specified under Section 4 Lifts Maintenance. The maintenance period for the upgrade portion shall commence from the Acceptance of Tender to the completion of all the upgrade work for two lifts. After the upgrade maintenance shall continue for a period stated in the Annexure.

1.2 WORK PROGRAM

The contractor shall submit a work program for the upgrade work for approval by the Principal's Representative. Unless approved by the Principal's Representative, only one lift shall be removed from service for the upgrade work

1.3 DESIGN VERIFICATION AND CERTIFICATION

Ensure that the design of the controller and all equipment have been tested, verified by an independent competent person and registered with NSW WorkCover. Provide supporting documents of verification and registration.

Before Practical Completion, the contractor shall appoint a competent person to carry out tests on the lift installation and all safety devices. The Principal's Representative may attend the tests. Provide the Principal's Representative a copy of the test results and a statement confirming the lift has been tested and is safe to operate.

If landing doors are modified, provide a copy of the fire test certificate for the landing doors. If a fire certificate is not available verify if the landing doors comply with the fire requirements.

1.4 SHOP DRAWINGS

Submit shop drawings for approval within eight weeks from the Letter of Acceptance. The shop drawings shall include the followings:

- Car interiors;
- Car control panels and indicators;
- Load notice;
- Landing control panels and indicators,

1.5 INSPECTIONS

Give written notice so that the Principal's Representative may attend and inspect the following:

- Testing by the Contractor's competent Person;

- Testing required under the Contract; and
- Annual Occupation Health & Safety inspection.

If the Principal's Representative is unable to attend a test because of insufficient notice, the Principal's Representative may request a re-test at the Contractor's expense.

1.6 MAINTAINABILITY OF EQUIPMENT

The lift controller shall be of type capable of being maintained by other lift companies. The contractor shall undertake to supply to the Principal a copy of all documents, software, and other technical information sufficient to enable a competent company to carry out maintenance and repair of the controller to keep the lift safe to operate.

1.7 LIFT PERFORMANCE AND QUALITY OF WORK

All equipment shall be new, of proven design, and manufactured by companies approved by the statutory authority.

QUALITY OF RIDE: The maximum horizontal and vertical vibration measured in the lift car shall be not greater than 10 milli(g), with ISO filtering. The lift starting and stopping shall be smooth so that an average passenger would not experience any jerks during lift's acceleration and deceleration.

LEVELLING ACCURACY: The lift shall level with the landing within the specified accuracy. In any case the levelling accuracy shall be not greater than 6 mm from a landing.

All exposed edges shall be machined square and remove sharp edges.

Finished stainless steel surfaces such as faceplates, panels and the like, shall run the "grain" of the finish parallel to the longer face of the unit. On any one floor and in each lift car, match the units for texture of finish.

EQUIPMENT FIXING: Use approved masonry anchors for fixing minor pieces of equipment such as cable and pipe supports, and the like, to masonry. Do not use explosive powered fastenings unless prior approval has been obtained.

HOLES IN LIFT PIT: Do not cut holes for fixings or other purposes in lift pit walls or floor without prior approval.

1.8 PAINTING

The following processes are minimum requirements for painting metal surfaces:

SOLVENT CLEANING: Remove all deposits of oil, grease or other soluble contaminants by wiping or scrubbing the surface with rags or brushes wetted with solvent such as mineral turpentine.

TREATMENT: For previously coated surface, remove gloss from paint and enamel by scraping and wire brushing. Treat rust affected areas. Prime the cleaned surfaces as soon as possible.

COATING: Use a paint system not inferior to a two coat system comprising a metal primer and one coat of full gloss solvent borne interior paint to AS2311 reference number 5 or flat solvent borne interior.

2. CONTROL SYSTEMS

2.1 DRIVE CONTROL

Replace the DC variable voltage geared machine and the motor-generator set with an AC variable voltage variable frequency (VVVF) drive. Provide a new AC drive motor.

VVVF DRIVE SYSTEM

The lift drive controller shall use variable voltage and variable frequency (VVVF) system for the control of an AC motor. The drive system shall use power semiconductor devices and pulse width modulation, with a carrier frequency of not less than 2 KHz, to synthesise three-phase, variable voltage variable frequency output to operate the hoist motor in a synchronous mode.

The system shall have a levelling device to control the levelling of the car to within 5 mm or better above or below the landing. Overtravel, undertravel, or rope stretch shall be compensated.

The closed loop feedback power control shall continuously monitor the actual lift speed signal from the velocity transducer and to compare it with the speed pattern to verify proper and safe operation of the elevator. The power control shall have the capability to maintain regulation under varying loads.

The controller shall provide stepless acceleration and deceleration and provide smooth operation at all speeds. An electro-mechanical switch shall open the brake. A single ground, short circuit, or solid-state control failure shall not prevent the application of the brake.

SAFETY DEVICES: Provide safety devices as required under AS1735 Part 2., including:

- overload current.
- phase loss.
- phase reversal.
- stalled drive.
- Over-travel timer.

TRAFFIC CONTROL SYSTEM

TRAFFIC CONTROL SYSTEM: The traffic controller shall be microprocessor based designed specifically for lift applications. The microprocessor system shall have a self-adaptive control algorithm and provide real-time computations of the car and landing calls, lift car's position, direction and load to provide optimum car allocation.

FOR TWO-CAR GROUP: The control system shall be similar to that described above, i.e. microprocessor based self-adaptive and real-time computations of the traffic conditions. A PLC or similar system is not acceptable.

Only control systems which have been installed and tested in NSW are acceptable.

SHAFT INFORMATION SYSTEMS.

Provide new shaft information systems.

2.2 FIRE SERVICE

Provide fire service control complying to AS1735 Part 2 with a key switch on the car control panel and at the main landing. The key for the fire service shall be of "standard" type and different from other keys.

2.3 EXCLUSIVE SERVICE

Provide a key switch on the car control panel to remove the lift from the group control and stop from responding to the landing calls.

2.4 CIRCUIT DIAGRAMS

One complete set of up-to-date schematic wiring diagrams shall be provided in the machine room. The diagrams shall be new and unmarked at the time of Practical Completion and shall be sealed in clear plastic sheets. The diagrams shall hung from a suitable support fixed to the wall of the machine room

2.4 LIFT MONITORING SYSTEM

Provide Lift Monitoring System to monitor the lift system performance and provide real-time graphical display of the lift system. Provide a monitoring station in the lift machine room and in the Building Manager's office at Level 1. Integrate the display for Lifts 6 and 7 with the existing monitor for Lifts 1 to 5. If such integration is not practical provide a new 19-inch LCCD flat panel monitor, a personal computer and other peripherals in the Building Manager's Office. The personnel computer shall be of the latest model with Intel Pentium microprocessor or equivalent.

Provide all wirings from the lift well to the building manager's office. All wirings shall be concealed in the ceiling space.

The display on the monitor shall include the following:

- Simulated liftwell and car configuration.
- Individual Lift Service Status – Normal, Exclusive, Fire, Fail etc.
- Individual Lift Position.
- Individual lift Car Calls.
- Individual Lift Direction.
- Individual Door Status.
- Registered Up and Down Calls.
- Real-time Clock, Date and Time.

The Lift Monitoring System shall provide historical and performance reports for the Group system. The reports shall be displayed in graphical and tubular formats and includes the following:

- Average Wait Time.
- Number of Landing Calls.
- Landing Call Distribution.
- Landing Call Performance.

2.5 SECURITY IN LIFT CAR

The existing car calls are accessed through a security card reader on the car control panel. Co-ordinate with the building manager and the security contractor to integrate the security requirements with the car and landing calls.

3. MACHINE ROOM, LIFT WELL AND DOOR OPERATOR

3.1 DRIVE MOTOR AND REDUCTION GEAR

Provide a new AC motor with flux vector control. The motor shall be specifically designed for lifts and has low slip.

Clean, lubricate and adjust the reduction gear unit. Check and adjust worm gear and crown wheel. Machine if necessary. Repair oil leak and replace oil seals. Replace bearings if necessary.

3.2 GOVERNOR AND SAFETY GEAR

Clean, lubricate and check governor for free operation. Inspect jaws, sheave and rope for wear. Replace any worn parts. Check the electrical and mechanical tripping speeds.

Clean, lubricate and check safety gear for free operation. Inspect the wedge for wear. Carry out full load test at the contract speed.

3.3 ASCENDING OVERSPEED PROTECTION

Provide an ascending overspeed protection device in the machine room to prevent the lift car up run off. Alternatively modify the machine brake to provide two independent brakes.

3.4 LIFT SWITCHBOARD

Keep the existing lift switchboard.

Provide a lock to the lift circuit breaker. The locking device shall be installed on the lift switchboard. Portable locks are not acceptable.

RCD: Provide residual current devices for all lighting and power circuits.

3.5 LIFT WELL EQUIPMENT AND SAFETY

Check the condition of the guide rails. Clean and remove rust. Algin where necessary

Clean and paint the lift pit floor. Identify the safe crouching area in the pit and mark in yellow the outline and the words "PERSON CLEARANCE".

Provide safety switches, equipment and protection on the lift car or in the lift well as listed on Summary of Works.

3.6 MACHINE ROOM AND WELL WIRINGS

Wire in screened cables from the drive controller to the machine. Replace other machine room wirings if necessary.

Replace lift well wirings if necessary.

3.7 DOOR OPERATOR AND ACCESSORIES

DOOR OPERATOR: Replace the car door operator, hanger tracks, hangers, rollers and, linkages and locks.

The door motor shall be of variable frequency drive with microprocessor control. The door operation shall be quiet in operation, smooth and without noticeable jerk.

DOOR TIMES: The door opening time shall be not longer than that specified. If not specified it shall be not more than 2.5 s.

DOOR OPERATING MODE: The doors shall open fully open as soon as the car has stopped at the landing. After opening, the doors shall remain open for a predetermined dwell time before closing. The dwell time is field adjustable.

DELAY CLOSING: Where the closing of the doors is delayed for longer than a preset period, the doors shall be closed with a kinetic energy not exceeds 3.4 J and an audible warning sounded in the car.

3.8 DOOR PROTECTION SYSTEM

Provide a new 3-D infrared door protection system at the door entrance to the lift car. The protection shall consist of a series of beams which detect any motion between 50 mm and 1,600 mm from the door sill level. When the beams are interrupted, the door protection unit shall cause the doors to remain in the open position or reverse to the fully open position. The doors shall commence to close after the expiry of the preset period.

3.9 LANDING DOOR ACCESS DEVICE

Provide a landing door access device on every landing. If necessary, replace the existing access devices to match the new type.

4. LIFT CAR, CONTROL PANELS AND INDICATORS

4.1 CAR INTERIORS

Keep the car interiors except the front wall.

Splay the car front to accommodate a new car control panel. The front wall shall be in stainless steel finish.

HANRAIL: Provide a new handrail in the lift car.

4.2 CAR CONTROL PANELS

Replace the main car control panel on the front wall. Provide a secondary panel which may be on the sidewall. The two panels shall contains the following items:

- Floor buttons;
- Alarm button;
- Door open and door close buttons;
- Load notice;
- Telephone operation instruction.

The buttons shall be provided with tactile and Braille.

TESTING FOR EMERGENCY LIGHTING: Provide a key switch to test the emergency light in the car.

KEY SWITCHES: Provide key switches for the following functions:

- Car light;
- Ventilation fan;

- Fire service;
- Exclusive Service.

Car light and fan shall be switched off automatically when the lift parks at a landing for a set period of time.

Key switches shall be located at the main control panel.

CAR FRONT: Splay the car front wall to improve the buttons accessibility by persons with disabilities.

CAR FAN AND ALARM: Provide a new car fan and an alarm in the car.

4.3 CAR POSITION INDICATORS

Provide a new dot-matrix position indicator and directional arrows in the lift car. The display characters shall be not less than 50 mm high.

4.4 LANDING BUTTONS AND INDICATORS

Provide new landing buttons with new stainless steel wall panels at all landings. Lower the landing button panels to comply with the Australian Standard's requirement. The landing button boxes shall be recess or semi-recess mounted. The buttons shall be provided with tactile and Braille.

Provide a dot-matrix position indicator and directional arrows at every landing. The display characters shall be not less than 50 mm high.

4.5 COMPLIANCE TO AS1735 PART 12

The control buttons and indicators shall fully comply with AS1735 Part 12 (1999) Facilities for Persons with Disabilities. The provisions shall include, but not limited to:

- Voice announcement of arriving floor in the car.
- Audio signal for landing buttons.
- Directional arrows and audio signals at all landings.
- Provide tactile symbols adjacent to all buttons.

4.6 LABELS AND NOTICES

LOAD NOTICE: Provide in each lift car a new load notice with the following information:

Rated load in kg, No of persons, Building address, Lift No. and the emergency phone no. The lettering for label and notices shall be not than the following:

Major items: 6 mm.

Minor items: 4 mm.

5. TESTING

5.1 GENERAL

EQUIPMENT: Provide test weights and instruments necessary for the carrying out of the required tests. Carry out all tests required by Australian Standards, statutory authority and this specification. Adjust, repair or replace any equipment malfunction during the tests.

PREPARATION: Before commencing to test, clean the well, machine, and equipment using vacuum cleaning equipment, and remove rubbish from the site.

5.2 SAFETY TESTS

ACCEPTANCE TESTS: In addition to the tests required by AS 1735 Part 2 and Part 10, demonstrate the effective and safe operation of safety and protective devices by appropriate tests, including the following:

BRAKE TESTS: Test that the brake can hold the rated load at the rated speed. Further test that the brake can hold the overload conditions at the test speed specified in the Lift Code AS1735.

ASCENDING CAR OVERSPEED PROTECTION: Test the operation of the device.

BALANCE TEST Check the car balancing complies with the Lift Code AS1735.

GOVERNOR: Test the governor electrical and mechanical tripping speed.

SAFETY GEAR: Test the operation of the safety gear at full load and contract speed.

DOOR LOCK AND OTHERS SAFETY CIRCUITS: Test the door safety circuits and all safety switches.

OPERATIONAL TIMING DEVICES: Test the settings of the timing devices.

CAR LOAD WEIGHING DEVICE: Test the effectiveness and correctness of settings.

INSULATION RESISTANCE OF WIRING: Test the circuits to confirm compliance with clause 1.22 of AS 3000.

5.3 SPEED AND LEVELLING TESTS

REQUIREMENT: Demonstrate that the lift, when run before and after the load tests, meets the following requirements both with rated load and with no load.

Rated Speed: The lift shall achieve the specified rated speed in the up and down directions.

Floor-to-floor: The time taken by the car to travel between landings, measured in either direction from the start of movement to stop, shall be within +/- 5% of the specified time.

Levelling: Test the levelling accuracy in both directions with full load and minimum load. The accuracy shall fall within the limit specified in PERFORMANCE SCHEDULE.

Quality of car ride: The quality of a car ride shall meet the specified performance.

5.4 LOAD TESTS

REQUIREMENT: Demonstrate that the lift meets the following requirements:

PROCEDURE: Run the lift at contract speed continuously for half an hour at the rated speed, under the full load condition. Stop the lift at various landings and open the doors. Check the operation of the door.

Temperature: Measure the temperature rise of the hoist machine. The temperature shall not exceed the limits specified in AS 1359.32.

5.5 OVERLOAD TESTS

LOAD CAPACITY: Test that the lift can carry 110% of the rated load in the up direction.

STOPPING: Test that the lift will stop, and hold the car when carrying 125% of the rated load.

5.6 CAR CONTROL SYSTEM TESTS

REQUIREMENT: Demonstrate by a comprehensive series of tests that the car control system complies with the specification. The tests shall include, but not be limited to testing all buttons, key switches, alarms and control algorithm.

Group control: test the group control system through the range of load and traffic conditions under which it is specified to be operated.

6. UPGRADE ITEMS

6.1 SUMMARY OF WORKS (LIFTS 6 AND 7)

Note: The list below provides only a summary of works. The Contractor shall refer the body of the specification for other works not included in this summary.

Machine Room

1. Replace the DC drive system and motor-generator set with an AC VVVF drive.
2. Provide a new AC drive motor.
3. Provide a new lift controller.
4. Overhaul gearbox and replace oil seals.
5. Overhaul the governor and safety gear.
6. Provide ascending car overspeed protection (rope brake).
7. Provide a new lift switchboard.

Lift Well, Pit and Landings and Car

8. Provide a new shaft information system.
9. Replace the car door operator, hanger track, hanger, linkages and locks.
10. Replace landing door hanger tracks, hangers, rollers, landing locks and self-closers.
11. Provide landing door unlocking device at all landings.
12. Replace car front wall.
13. Provide new car control buttons, panels and indicators.
14. Provide a 3-D infrared door protection system at the car entrance.
15. Provide new landing buttons, panels and indicators at all landings.

Code Items

16. Provide a lock to the lift circuit breaker and RCD protection to light and power circuit.
17. Provide warning sign to the machine room door.
18. Provide guard railing and kick plate at the car top
19. Provide a new car top control and fluorescent lighting
20. Provide a new car platform guard (toe guard)
21. Provide a pit buffer switch
22. Provide a new counterweight screen and paint yellow
23. Upgrade lift pit switches
24. Provide a governor slack rope switch
25. Provide pit egress device.

Testing

26. Carry out the test as required.

7. LIFT SCHEDULES

7.1 EXISTING LIFTS SCHEDULE (LIFTS 6 AND 7)

LOCATION:	Downing Court, Sydney
TYPE OF LIFT:	Passenger
INSTALLING COMPANY:	EPL
YEAR COMMISSION:	1990
MAINTENANCE COMPANY:	Kone Elevators
DRIVE SYSTEM:	Variable voltage DC geared with MG set
RATED SPEED:	1.75 m/s
RATED LOAD:	1088 kg (16 persons)
NO OF CAR ENTRANCES:	One
LANDINGS SERVED:	Nine (B, LG, G, 1 to 6)
MAIN LANDING:	Ground
LANDING AND CAR DOORS:	Two-panel centre-opening, power-operated

7.2 LIFT PERFORMANCE SCHEDULE (LIFTS 6 AND 7)

DRIVE SYSTEM:	AC variable voltage variable frequency
CONTROLLER:	Microcomputer automatic despatch system
SPEED:	1.75 m/s
KEY SWITCHES:	Fire service Exclusive service
Levelling accuracy:	+/- 5 mm
Vibration:	20 milli(g)
CAR INTERIORS	
Front well:	Stainless steel linish finish
Side and rear walls:	Existing
Floor:	Existing
Ceiling and lighting:	Existing
Control panel faceplates:	Stainless steel linish finish

Handrail: Stainless steel linish finish

Skirting: Existing

BUTTONS AND INDICATORS:

CAR BUTTONS: Similar to “Dewhurst US90-15”

LANDING BUTTONS: Similar to “Dewhurst US90-15”

POSITION INDICATORS AND ARROWS: Similar to “Dewhurst ULS52”

4. LIFTS MAINTENANCE

1 SCOPE

Provide Comprehensive Maintenance and annual safety certification of two passenger lifts (Lifts 6 & 7).

2. MAINTENANCE SERVICE

2.1 COMPREHENSIVE MAINTENANCE

All works shall be carried out in accordance with this specification and the Lift Code AS1735.

The Contractor shall maintain the lift equipment in a safe operating condition and in accordance with this specification. The Comprehensive maintenance shall comprise of the following::

- Carrying out of regular inspections, maintenance, adjustments and lubrication of each lift by a competent lift mechanic and assistant, during normal working hours (unless stated otherwise), and at the frequency shown in the schedules.
- Attending to all lift breakdowns and other malfunctions 24 hours a day and to restore the equipment to proper working order.
- Carrying out major replacements or repair works during normal working hours unless otherwise directed.
- Replacement and/or repair of all components of the lift installation, including but not limited to motor fusion, necessitated by reason of normal wear and tear, with the exception of the car superstructure, floor coverings, landing door surrounds and sills, door panels and supply mains to the circuit breaker panel in the machine room.
- Maintenance of the lift car, well and machine room lighting and replace spent light fittings, to ensure that all lights are in operating condition.
- Provision of all oil, hydraulic fluid, lubricants, compounds and cotton waste.
- Cleaning of the lift well, pit and all associated equipment at intervals as specified in the Schedule. If not specified cleaning shall be carried out once per quarter.

Leave clean, safe and tidy the areas and equipment on which maintenance work was performed. All covers are to be in place and securely fastened.

2.2 CLEANING LIFT PIT

Provide a specialist cleaning sub-contractor to remove hazardous material (e.g. Syringes) from the lift pit. The pit shall be cleaned at a quarterly interval.

2.3 CHARGEABLE WORK

Chargeable work shall include callouts, breakdowns, repairs or replacement of damaged parts caused by:

- Wilful damage and misuse including arson, vandalism and use of excessive force.
- Deliberate obstruction to car and landing doors.
- Forced entry to the liftwell by persons other than a recognised lift mechanic.
- Water damage or flooding.

Notify the Principal's Representative or nominated person and obtain a work order before commencing any work, which is chargeable.

CHARGEABLE WORK IN DISPUTE: Where there is any dispute regarding work that is considered to be chargeable the contractor shall:

- Immediately take the necessary remedial action.
- Return the lift to service immediately upon completion of the work.
- Submit a detailed written claim to the Principal's Representative or nominated person within 14 days of the event.

2.4 ANNUAL SAFETY INSPECTION

REQUIREMENT: At a yearly interval about the time for plant registration with NSW WorkCover, the contractor shall carry out safety inspection and tests to verify if the lift is safe to operate. The contractor shall provide a statement to the Principal to verify if the lift is safe to operate

The Principal's Representative or nominated person shall advise the contractor when the annual inspection and tests should be carried out.

LANDING DOOR CERTIFICATION: At the commencement of the contract check the documentation and/or fire-rating metal tag on the doorframes and panels to verify if the doors comply with the fire requirements.

Report any damages or modification to landing doors which would affect the fire rating.

SPEED GOVERNOR AND SAFETY GEAR: Test the electrical and mechanical tripping of the speed governor. Check the operation of the safety gear, machine brake and safety circuits.

2.5 ADDITIONAL INSPECTIONS

The Principal may appoint a consultant to carry out independent audit on the lift's performance and the maintenance standard. The consultant may make recommendations on improvement or rectification works. The contractor shall comply with the consultant's reasonable instructions.

Defective works identified shall be rectified within seven working days if they are not critical to the safe operation of the lift.

2.6 MAINTENANCE FREQUENCY

The contract shall carry out inspection and test on the safety equipment and circuits at regular interval according to the manufacture's specification. The tests shall include speed governor, safety gear, machine brake, rope brake, safety switches and door safety circuits.

The following schedule refers only to the aesthetic aspect and some 'passenger sensitive' items. The contractor shall carry out these inspection and tests. In addition, the contractor shall carry out the work in accordance with their company's preventive maintenance schedule to ensure safe and proper operation of the equipment.

Every Visit

Ride in the car to check vibration or abnormal noise.
Door operation and protection.
Floor levelling.
Car buttons and indicators.
Stop, Alarm, Door Open and Door Close buttons.
Emergency car phone.
Replace spent car lighting luminaires.
Check and clean door tracks
Check landing buttons and indicators.

Quarterly

Car emergency lighting.
Clean top of car, pit and machine room.

Yearly

Check fire service operation.
Check governor and safety gear operation.

2.7 NOTIFICATION

DAMAGE TO OTHER SERVICES: Notify the Principal's Representative or nominated person, in writing, of any damage, breakage, deterioration or other event that is likely to affect the safe and proper operation of the equipment and for which the Contractor is not responsible under the terms and conditions of this contract.

CHANGES TO LIFT STANDARDS: Notify the Principal's Representative or nominated person, in writing, of any changes to the Lift Standards, building code or other requirements.

3. MAINTENANCE MANAGEMENT

3.1 INDUCTION AND ATTENDANCE ON SITE

INDUCTION: The contractor's personnel responsible for the work shall attend the induction before commencement on site. Except in an emergency or for the release of trapped passengers no contractor personnel shall carry out the work without attending the induction.

REPORTING: On arriving on site the contractor shall report to the office and sign the attendance book and again sign-out on the completion of the work. If there is no office proceed to carry out the work.

3.2 BREAKDOWNS AND CALLOUTS

Maintain a 24-hour telephone service to facilitate lodgement of breakdown calls.

AUTHORISATION: All calls shall be authorised by the Principal's Representative or nominated persons. Where the Contractor is contacted by a person other than the persons nominated, the Contractor shall contact the Principal's Representative or nominated person for authorisation to attend the breakdown.

INDUSTRIAL DISPUTATION: In the event of industrial disputation affecting the lift services the Contractor shall continue to provide trained staff for 24-hour emergency services and to maintain the lifts to ensure they are safe to operate. Any missed maintenance service visits shall be carried out soon after the resolution of industrial disputation.

3.3 EMERGENCY SERVICES

In the event of a passenger trapped or a major failure occurring which could result in danger to personnel or damage to properties and it is necessary to effect urgent attendance or repairs, the Contractor shall attend the emergency call as soon as possible. Endorsement of the action taken shall be obtained from the Principal's Representative or nominated person as soon as after the event.

3.4 RESPONSE TIME AND BREAKDOWN RATE

The Contractor shall attend to breakdown within the time specified in the Schedule. Maximum response shall be the time taken for the Contractor to arrive at site after the nominated person

has notified the Contractor of a lift stoppage. If not specified in the Schedule the response time shall be within 30 minutes when a passenger is trapped or not more than two hours for other breakdowns.

Mean Time Between Callbacks (MTBC) shall be used to monitor the lift performance. MTBC is the period (no of days) between two Callbacks. If not specified in the Schedule the MTBC shall be not less than 60 days for each lift.

3.5 MAINTENANCE PROGRAM AND MEETINGS

Provide a detailed maintenance program showing the nature and frequency of the work to be carried out on each lift. Provide the Principal's Representative or nominated person with a copy of the program and display a copy in the machine room.

The Contractor shall attend regular meetings called by the Principal's Representative or nominated person to review lift safety and performance. The Contractor shall provide regular reports on the lift performance, maintenance items and outstanding works.

3.6 SERVICE REPORT

Provide a logbook or a maintenance chart in the machine room.

At the completion of each maintenance, callout or emergency visit the service person shall complete a service report, with the date and time of the visit, description of work done, the service person's name and signature. Leave a copy of the service report in the machine room

For chargeable items, obtain a formal order authorised by the Principal's Representative or nominated person. This signed copy shall accompany the invoice submitted for payment.

Where the lift cannot be repaired immediately and is left out of service, the Contractor shall advise the Principal's Representative or nominated person of the extent of works required and the present condition of the plant, before leaving the site.

All service records shall be kept for the life of the contract. At the end of or termination of the Contract, the records shall remain the property of the Principal.

4. EQUIPMENT AND PARTS

4.1 LANDING ACCESS DEVICE

Provide a new key box for keeping the machine room key.

Provide a new landing access device in the machine room. Missing access device shall be replaced.

Provide a tagged copy of any key, where the combination has been changed, to the Principal's Representative or nominated person.

4.2 EMERGENCY TELEPHONES

Reprogram the emergency telephones in lift car to dial the Contractor's Emergency number. Co-ordinate with the previous maintenance contractor to re-direct all breakdown calls until correct emergency number has been reprogrammed.

4.3 LOAD NOTICE

Check if the existing signs in the lift car comply with the latest Code. If necessary provide a new load notice with building address, company emergency phone number and operating

instruction. The load notice shall include the Load in kg and in persons and WorkCover's registration number.

4.4 CIRCUIT DIAGRAMS

Obtain from the previous contractor all circuit diagrams required for the work. Keep in the machine room accurate circuit diagrams that are neat, clean and legible. Any circuit changes shall be incorporated into the diagrams.

4.5 SPARE PARTS

Provide an agreed list of spare parts which shall be kept at the Contractor's premises. The spare parts shall consist of but not limited to:

- printed circuit boards;
- relay and contactor coils and contacts;
- timers and capacitors;
- replaceable fuse cartridges;
- buttons;
- light globes;
- door lock contacts and rollers;
- door rollers, guides and air cords.

The spare parts shall remain the property of the Contractor..

5. LIFT SCHEDULE

5.1 MAINTENANCE SCHEDULE

Type of Maintenance:	Comprehensive
Service Visit Interval:	Fortnightly
Hours for regular maintenance:	After normal working hours
Hours for repairs and replacement:	During normal working hours
Response time on callbacks:	
- when passengers trapped	within 20 minutes
- other breakdowns	within one hour
Performance Target:	
Mean Time Between Breakdowns (each lift):	60 days
Management meeting:	Quarterly
Safety inspection and tests:	Yearly

5.2 PERFORMANCE SCHEDULES

REQUIREMENT: At the commencement of the contract carry out a performance inspection with the Principal's Representative or a consultant appointed by the Principal's Representative or nominated person, and agree on the performance criteria for each lift. This shall include, but not be restricted to the following:

- door opening and closing times;

- door dwell times for car and landing calls;
- levelling accuracy;
- qualify of car ride;

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