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SPECIFICATION

1. General Conditions of Contract for Services
2. Preliminaries
3. General
4. Maintenance
5. Callouts
6. Client Service
7. Technical Information
8. Financial Information

SECTION 1 GENERAL CONDITIONS OF CONTRACT



New South Wales Government State Contracts Control Board Service Contract General Conditions

Preface

General Conditions of Contract

- Contract framework
- Carrying out the Services
- Claim and Issue resolution
- Termination
- Meanings

Contract Information

Schedules

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Preface

Role of State Contracts Control Board

The State Contracts Control Board is established by s. 135 of the *Public Sector Employment and Management Act 2002* NSW. The Board represents and is an agency of the Crown. It has the functions conferred by the Act and regulations under that or any other Act.

The *Public Sector Management (Goods and Services) Regulation 2000*, clause 16, authorises the Board to arrange contracts for the supply of all Services necessary for the operation of the Public Service of NSW. Under clause 16(4) the Board may authorise a Department for whom a contract is arranged to enter into the contract with the supplier as a principal party to the contract. Under clause 18 the Board may allow public sector agencies to have access to the arrangements of the Board for the Public Service or to make separate arrangements. The bodies that are “public sector agencies” are prescribed in clause 18(4) of the Regulation.

The Contract has been arranged for the supply of certain Services to Departments and public sector agencies. The Departments and public sector agencies allowed to have access to the arrangements created by this Contract are called the “Customers”.

Each Department and public sector agency listed in Contract Information item 2 is a Customer. The Board may, by notice in writing to the Contractor, add additional Departments and public sector agencies as a Customers.

In so far as Services are to be supplied to a Customer, the Customer is a principal to a separate contract with the Contractor. Except where otherwise provided expressly or by necessary implication, the terms of the Contract and these General Conditions will separately apply to each separate contract. The Board will not be liable for payment for Services provided to a Customer and will not be liable for the acts or omissions of a Customer. The Contractor must invoice each Customer separately for Services provided to the Customer.

A breach by the Contractor of the separate contract with a customer will not only be a breach of the separate contract but will also be a breach of the Contract.

Using this document

All defined words and phrases have initial capitals (except for ‘day’) and are in italics in these General Conditions unless they are one of the following 12 basic terms, which appear too often for italics to be used:

- | | |
|--------------------|-----------------|
| • day | • Board |
| • Contract | • Contractor |
| • Date of Contract | • Subcontractor |
| • Services | • Principal |
| • Site | • Customer |
| • Subcontract | • Supplier |

Notes are provided to guide the parties. This Preface and the notes form part of the Contract.

Contract framework

This section deals with the purpose and structure of the Contract. It allocates responsibilities and sets up the procedures for making the Contract work. Underlying it are the basic principles of co-operative contracting, enhanced communication, clear definition of roles, responsibility for outcomes, and focus on enabling best practice.

Roles and Relationships

Although the parties have different responsibilities, co-operation is a key element of the Contract. In the case of a contract between the Contractor and a Customer, references to the parties are to be taken as references to the Customer and the Contractor.

1 General responsibilities

- .1 The Contractor must provide the Services in accordance with the Contract. To the extent that the Services are to be performed for a Customer, the Contractor must provide those Services to the Customer. The Contractor contracts separately with each Customer.
- .2 The Customers at the Date of Contract and the Site or Sites applicable to a particular Customer are listed in *Contract Information* Item 2.
- .3 In respect of Services provided to a Customer, the Contractor must invoice the Customer as provided in clause 48. The address for service of each Customer is listed in *Contract Information* Item 7. Each Customer will be responsible for payment for the Services provided to that Customer.
- .4 The Principal contracts on the Principal's own account and on behalf of each Customer. Except as provided in the next sentence, the Principal must perform the obligations of the Principal under the Contract. To the extent that the obligations are relevant to the contract between a Customer and the Contractor, a Customer must perform the obligations of the Principal under the Contract.
- .5 The Principal may give instructions to the Contractor concerning the Services and anything connected with the Services, and the Contractor must comply at its own cost unless an entitlement to payment is specified under clause 47.1.

2 Authorised persons

- .1 The Contractor must ensure that at all times there is a person appointed to act with its full authority in all matters relating to the Contract as the *Contractor's Authorised Person* and must keep the Principal and each Customer informed in writing of the name of that person, and of any change. If the Principal reasonably objects to the person appointed from time to time, the Contractor must replace that person.
- .2 The Principal must ensure that there is a person appointed to act on behalf of the Principal in relation to the Contract as the *Principal's Authorised Person* and will advise the Contractor in writing of any limitations or qualifications to the powers of the *Principal's Authorised Person*. The Principal must keep the Contractor informed in writing of the name of that person and of any change. The person does not act as independent certifier, assessor or valuer. The person acts only as agent of the Principal.
- .3 The Principal will advise the Contractor in writing if the *Principal's Authorised Person* delegates any of its powers to others.
- .4 Similarly, each Customer must appoint the Customer's own Authorised Person and notify the Contractor

3 Co-operation

- .1 The parties must do all they reasonably can to co-operate in all matters relating to the Contract, but their rights and responsibilities under the Contract (or otherwise) remain unchanged unless the parties agree in writing to change them.

4 Duty not to hinder performance

- .1 Each party must do all it reasonably can to avoid hindering the performance of the other under the Contract.

5 Early warning

- .1 Each party must do all it reasonably can to promptly inform the other of anything of which it becomes aware which is likely to affect the provision of the Services, and the parties must then investigate how to avoid or minimise any adverse effect on the Services.
- .2 Clause 5.1 does not change the rights and responsibilities of either party under the Contract, unless they agree in writing to change them.
- .3 Neither party may disclose in any *Issue* resolution proceedings (including *Expert Determination* and litigation) anything discussed or provided under clause 5.1.

6 Evaluation and monitoring

As the project proceeds, regular meetings (usually monthly) allow the parties to evaluate performance and identify priorities for improvement. These meetings allow others concerned with the Services to participate, where appropriate.

- .1 The parties must meet regularly to evaluate and monitor performance of the Contract.
- .2 The parties must decide jointly on participation in the meetings by others concerned with the Services, including Subcontractors, Suppliers and, if appropriate, persons such as representatives of government authorities, Customers and local community representatives. Participation in meetings does not give the participants any additional rights or responsibilities.
- .3 Each party and any others who participate in the evaluation and monitoring of meetings must meet their own costs for attendance at the meetings and the parties will share equally the other costs.

The Contract

7 The Contract

The Contract is formed by the signing of the *Deed of Contract Agreement* by the parties, or by the Principal sending a letter awarding the Contract to the Contractor (*Letter of Award*). For Customers listed in Contract Information item 2 a separate contract between the Contractor and the Customer will automatically come into existence at the same time. For a Customer subsequently added to the Contract, a contract will come into existence when the Principal notifies the Contractor of the inclusion of the Customer in the Contract.

- .1 The Contract is made up solely of the *Contract Documents*, which supersede all understandings, representations and communications between the parties related to the subject matter of the Contract made before the Date of Contract. The *Contract Documents* are listed in *Contract Information* item 18.
- .2 The *Contract Documents* must be read as a whole, and anything in one such document must be read as included in all other such documents, unless the context requires otherwise.
- .3 The terms of the Contract cannot be amended or waived unless both parties agree in writing.
- .4 Where a *Letter of Award* is used to form the Contract, if requested in writing by the Principal at any time, the Contractor must also execute two copies of the *Deed of Contract Agreement* and return them to the Principal within 14 days of these being forwarded by the Principal. The Principal will return an executed copy to the Contractor.

- 8 Assignment
 - .1 The Contractor must not assign a right or benefit under the Contract without first obtaining the Principal's consent in writing.
- 9 Governing law of the Contract
 - .1 The Contract is governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 10 Scope of the Services

The Services

- .1 The scope of the Services is described in brief in *Contract Information* item 3 and more specifically in the *Contract Documents* and includes:
 - .1 all things not specifically referred to or described in the Contract which nonetheless are required to complete the Services;
 - .2 all things necessary for the Services to be fit for the purposes required by the Contract; and
 - .3 all items of work reasonably inferred from the *Contract Documents* as necessary to properly execute and complete the Services.
- .2 The Contractor acknowledges that:
 - .1 it is both experienced and expert in work of the type and scale of the Services; and
 - .2 it has made full allowance for the matters referred to in clause 10.1.
- .3 The Contractor acknowledges that *Variations* instructed by the Principal will cause the scope of the Services to change.
- .4 The Contractor must carry out and be responsible for all things used by the Contractor in or for the performance of the Services and must carry out, perform, provide and do everything necessary including all ancillary or other work for or in connection with the provision of the Services.

Work methods

- .5 The Contractor is free to use any work method, subject to the following:
 - .1 If a particular work method is specified in the Contract, the Contractor must use it.
 - .2 If a particular work method is specified in the Contract but it is not possible to use that method, the Contractor must use another method without entitlement to extra cost or an extension of time.
 - .3 The Principal may instruct the Contractor at any time to use a particular work method.

Statutory Requirements and Guidelines

- 11 Statutory Requirements
 - .1 The Contractor is responsible for:
 - .1 compliance with all *Statutory Requirements* except if (because of the nature of the requirement) only the Principal can comply; and
 - .2 the giving of all notices necessary to comply with *Statutory Requirements* and the payment of all necessary fees, charges and other imposts, other than those notices and imposts to be given or paid by the Principal under the Contract (or given or paid by the Principal prior to the Date of Contract).
 - Clause 43 deals with changes in Statutory Requirements*
 - .2 Upon request by the Principal the Contractor must give to the Principal all original documents issued by authorities or providers of services, including those

evidencing approvals, authorisations and consents in connection with the Services and the Site.

12 Goods and Services Tax

All amounts and rates in the Schedule of Rates are Goods and Services Tax inclusive.

Calculation of GST

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

GST invoices

- .2 Each party must issue a tax invoice in respect of any supply it makes.
- .3 Each party must immediately notify the other party if it ceases to be registered for GST.
- .4 Each party acknowledges and warrants that at the time of entering into the Contract, it is registered for the GST.

Reimbursable expenses

- .5 If the Contract requires a party to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party must be the sum of:
 - .1 the amount of the reimbursable expense net of input tax credits (if any) to which the other party (or its representative member) is entitled in respect of the reimbursable expense; and
 - .2 to the extent that the other party's recovery from the first party is consideration for a taxable supply to the first party, any GST payable in respect of that supply.

13 Compliance with codes

The NSW Government has established codes of practice and policy, which address principles and standards of behaviour in the procurement and delivery of goods and services to government.

- .1 Subject to the express provisions of the Contract, the parties must comply with the relevant provisions of the codes of practice listed in *Contract Information* item 15.

14 Collusive arrangements

- .1 The Contractor warrants and represents to the Principal and agrees with the Principal that it is a fundamental condition of the Contract that:
 - .1 the Contractor has no knowledge of the tender price of any other tenderer for the Contract;
 - .2 except as disclosed in its 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 or to or on behalf of any other tenderer in relation to its tender or this Contract, nor paid or allowed any money on that account, nor will it pay or allow any money on that account; and
 - .3 if the Contractor pays to a trade association, industry association or another tenderer or pays to anyone on behalf of a trade association, industry association or another tenderer any money in breach of clause 14.1.2, the Contractor must immediately give the Principal written notice of such an event and such money is deemed to be held on trust for and becomes immediately payable to the Principal. The Contractor must use its best endeavours to recover the money and pay it to the Principal. If it fails to do so within the time specified in a notice by the Principal to the Contractor or

otherwise (in the absence of a notice) within a reasonable time, the Principal will be entitled to withhold, deduct or set off from any payment due to the Contractor on any account an equivalent sum or make a demand against the *Undertakings* provided under clause 35.

15 Occupational health and safety management

The Contractor must be committed to creating a safe working environment and to continuous improvement in occupational health and safety.

- .1 The Contractor is responsible for and must comply with the requirements of the Contract for occupational health and safety, subject to the express provisions of the Occupational Health and Safety Act 2000 and the Occupational Health & Safety Regulation 2001. This includes, without limitation, compliance with the applicable NSW Government OHS Management Systems Guidelines .
- .2 Unless specified otherwise in *Contract Information* item 16, the Principal hereby appoints the Contractor as principal contractor for the Services and authorises the Contractor to exercise such authority of the Principal as is necessary to enable the Contractor to discharge the responsibilities imposed on a principal contractor by the Occupational Health & Safety Regulation 2001.
- .3 At least 14 days before the date upon which the Contractor is to commence work the Contractor must document, submit and implement an occupational health and safety management plan which complies with the Occupational Health & Safety Regulation 2001 and the applicable NSW Government OHS Management Systems Guidelines.

16 Industrial relations management

The Contractor must implement a strategic approach to the management of industrial relations at the enterprise level, and to integrate industrial relations management activities into project planning and management.

- .1 The Contractor must manage all aspects of industrial relations in connection with the Services, and keep the Principal informed of industrial relations issues which affect or are likely to affect the carrying out of the Services.
- .2 Subject to the provisions of any relevant *Statutory Requirement* and the express provisions of the Contract, the Contractor must comply with the applicable NSW Government Industrial Relations Management Guidelines.
- .3 At least 14 days before starting work, the Contractor must document, submit and implement a Project IR Plan which complies with the applicable NSW Government Industrial Relations Management Guidelines. The Project IR Plan must be consistent with any IR Strategy submitted with or in conjunction with the Contractor's tender and any amendments to that IR Strategy.

17 Quality management

The Contractor must and it must also ensure that its Subcontractors and Suppliers systematically plan and manage their work to achieve specified quality outcomes, reduce the occurrence and costs of error and waste and to achieve continuous improvement in the quality of the product or service provided.

- .1 The Contractor must:
 - .1 submit documentation required by the Contract by the time or times specified in the Contract;
 - .2 review and update the Contractor's quality management procedures and documentation so they remain adequate at all times to manage and ensure the quality of the Services complies with the requirements of the Contract;
 - .3 control non-conforming services and/or products and undertake corrective and preventative action as and when necessary;
 - .4 establish, maintain and keep records of all activities related to the management of quality; and

- .5 provide sufficient access to the workplace, and to information, records and other relevant documentation, resources (including personnel), and all other things necessary to allow the Principal to carry out reviews, surveillance and audit of the Contractor's procedures and conformance with the contractual quality management requirements.
- .2 The Contractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under clauses 17.1.

18 Environmental management

The Principal requires the Contractor to implement a systematic approach to the management of environmental impacts of the Contract.

- .1 Subject to the provisions of any relevant *Statutory Requirements* and the express provisions of the Contract, the Contractor must comply with the applicable NSW Government Environmental Management Systems Guidelines.
- .2 At least 14 days before starting work, the Contractor must document, submit and implement an Environmental Management Plan which complies with the applicable NSW Government Environmental Management Systems Guidelines.
- .3 The Contractor must systematically manage its environmental management processes in accordance with the systems, plans, standards and codes specified in the Contract.
- .4 The Contractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under clauses 18.1 to 18.3.

19 Authorisation for access to other records

Release of information

- .1 The Principal may make information concerning the Contractor available to other NSW Government authorities. This 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.

Use of information

- .2 Information about the Contractor from any source, including substantiated reports of unsatisfactory performance, may be taken into account by NSW Government authorities in considering whether to offer the Contractor future opportunities for NSW Government work.

Qualified privilege

- .3 In making available any information under clause 19.1, the Contractor acknowledges that the Principal will be entitled to rely on the defence of qualified privilege for the purposes of section 22 of the Defamation Act 1974 (NSW).

Release and indemnity

- .4 The Contractor releases and indemnifies the Principal from and against any *Claim* in respect of any matter arising out of:
 - .1 information being made available under clause 19.1; and
 - .2 the use of such information by a recipient of the information.

20 Audit and Review

- .1 The Contractor must make available to the Principal, 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. The Contractor must provide all reasonable assistance during the audits or reviews including attendance by the Contractor. The Contractor must promptly implement effective corrective action on matters disclosed by audit or review.

21 Media releases and enquiries

- .1 The Contractor must obtain the Principal's prior written consent to:
 - .1 any press release or advertisement it wishes to make or place concerning the Contract, the Principal or the Services; or
 - .2 the release for publication in any media of any information, publication, document or article concerning the Contract, the Principal or the Services.
- .2 The Contractor must refer any media enquiries concerning the Contract, the Principal or the Services to the Principal, for the Principal's prior written consent to any response, which consent may be given or withheld, in the Principal's absolute discretion.
- .3 The Contractor must ensure that all Subcontractors and Suppliers engaged by the Contractor for the performance of the Contract, comply with the requirements of this clause 21 and obtain the Principal's prior written consent (through the Contractor) before responding to enquiries or publishing anything of the type referred to in clause 21.

22 Registration and licences

- .1 All vehicles and plant used in performing work in connection with the Contract must be properly registered by the Contractor, if required by law to be registered.
- .2 The Contractor must ensure that all drivers who operate vehicles or plant in performing work in connection with the Contract must be properly and appropriately licensed as required by law to operate those vehicles or plant.
- .3 Whenever requested by the Principal, the Contractor must provide promptly, documentary evidence of compliance with clauses 22.1 and 22.2.

Management duties

23 Time management

- .1 The Contractor must commence and proceed with the Services in accordance with the *Contract Program*
- .2 Whenever requested, the Contractor must demonstrate to the Principal that it is complying with the requirements of clause 23.1.
- .3 If the Contractor is not complying with the requirements of clause 23.1, the Principal may instruct the Contractor to take all reasonable steps to do so, at the Contractor's cost.

24 Working days and hours of work

- .1 The Contractor must observe *Statutory Requirements* which regulate working days and hours of work and any requirements of the Principal or any Customers with respect to working days and hours of work.

25 Intellectual property

- .1 The Contractor assigns or otherwise transfers *Intellectual Property Rights* in all *Data* created specifically for the Contract, upon its creation, to the Principal. The Contractor, at its own cost, will do all things necessary, including execution of all necessary documentation, to vest ownership of all such *Intellectual Property Rights* in the Principal.
- .2 The Contractor must include provisions in all Subcontracts and agreements with consultants to ensure that *Intellectual Property Rights* in all *Data* created specifically for the Contract is assigned or otherwise transferred to the Principal upon its creation. The Contractor and Subcontractors are granted licences to use the *Data* for the purposes of the Contract.

- .3 For *Data* provided by or for the Contractor, but not created specifically for the Contract, the Contractor must obtain irrevocable royalty-free licences to allow the Principal to use, operate, maintain, modify and decommission the Services.
- .4 Licences referred to in clause 25.3 must apply from the Date of Contract or (if the *Data* has not then been created or is not then available) from the date the *Data* is created or becomes available (as applicable) in perpetuity.
- .5 The Contractor is responsible for the timely payment of all royalties and fees for *Intellectual Property Rights* in connection with the Contract and the Services. The Contractor indemnifies the Principal against any claims (including *Claims*), actions, and loss or damage arising out of any failure to make these payments or any infringement or alleged infringement of *Intellectual Property Rights* in relation to the *Data* provided by or for the Contractor and used under the Contract or required to use, operate, maintain, modify or decommission the Services.
- .6 The Contractor must ensure that *Data* created specifically for the Contract by or for the Contractor is only used by the Contractor and Subcontractors and Suppliers for the purposes of the Contract.
- .7 The Contractor must maintain all *Data* secret and confidential and disclose it only to those persons to whom disclosure is reasonably necessary for the purposes of the Contract. This provision does not relate to *Data* which is generally available to the public or which is required to be disclosed by law. This provision survives termination or expiry of the Contract or of the Contractor's employment under the Contract.

26 Licences and approvals

- .1 The Contractor must obtain at its own cost all licences, authorisations, approvals and consents necessary to carry out the Services in accordance with the Contract.

27 Care of people, property and the environment

- .1 The Contractor is liable for and indemnifies the Principal against loss or damage to:
 - .1 the Services, from the date the Contractor begins carrying out the Services; and
 - .2 anything brought onto the Site by the Contractor for the purposes of the Contract, from the date the Contractor is given access to the Site (or the relevant part of the Site), until completion of the whole of the Services.
- .2 The Contractor is liable for and indemnifies the Principal against all claims, actions, and loss or damage and all other liability arising out of carrying out the Services:
 - .1 to or in connection with any property; and
 - .2 arising out of personal injury or death.
- .3 The Contractor's liability for and responsibility to indemnify the Principal under clauses 27.1 and 27.2 is reduced to the extent that an *Excepted Risk* contributes to an injury or death or loss or damage to property.
- .4 The Contractor must:
 - .1 prevent damage to property, personal injury or death, or loss or damage to the Site, the Services and things used by the Contractor in or for the purpose of performing the Services;
 - .2 prevent loss or damage to adjoining and other properties and the environment arising out of carrying out the Services;
 - .3 locate and care for existing services;
 - .4 repair or make good loss or damage to the Services, the environment and the Site arising out of carrying out the Services; and
 - .5 bear the cost of repairing, or making good, loss or damage to adjoining and other properties and the environment arising out of carrying out the Services.

- .6 make good loss or damage to any person which suffers any loss or damages as a consequence of anything arising out of the carry out of the Services.
 - .5 If urgent action is required to avoid death, injury, loss or damage, and the Contractor does not take the necessary action immediately when the Principal requests it, the Principal may take the action (without relieving the Contractor of its obligations), at the Contractor's cost with the Principal's costs being a debt due from the Contractor to the Principal.
- 28 Notices and instructions in writing
- .1 Notices must be sent to the relevant persons at the relevant postal or other addresses specified in *Contract Information* items 4 to 12.
 - .2 All notices must be in writing, and all instructions by the Principal must be in writing or confirmed in writing as soon as practicable, where given orally when urgent action is required.

Subcontractors and Suppliers

Contractual relationships between the Contractor, Subcontractors and Suppliers must be on a similar basis to those between the Principal and Contractor.

- 29 Subcontractor relationships
- .1 The Contractor is solely responsible for all Subcontractors (including any *Preferred Subcontractors*) and for their acts and omissions, and for the termination of any Subcontract and replacement of any Subcontractor.
 - .2 The Contractor indemnifies the Principal against all claims (including *Claims*), actions, and loss or damage and all other liability arising out of any acts or omissions of Subcontractors.
 - .3 The Contractor must pay all Subcontractors within the number of days given in *Contract Information* item 19 and must keep in a separate trust account all retention moneys and cash security.
 - .4 The Contractor must include provisions equivalent to clause 29.3 in all *Sub-Subcontracts*.
 - .5 The Contractor must maintain proper records to account for all money received in trust and show them to the Principal on request.
- 30 Engaging Subcontractors
- .1 The Contractor must not subcontract the whole of the Services, but may subcontract parts of the Services in accordance with this clause 30.
 - .2 When requested, before engaging any Subcontractors and at any other times, the Contractor must provide to the Principal unpriced copies of any Subcontracts, the names and addresses of proposed Subcontractors and the names and addresses and such other details as the Principal may require in respect of proposed or intended Subcontractors. The Principal may object to the appointment of any proposed Subcontractor on reasonable grounds. If the Principal objects to any proposed Subcontractor, the Contractor must at its own cost propose another Subcontractor.
 - .3 For each trade or area of work for which the Principal has provided a list of *Preferred Subcontractors* before the Date of Contract, the Contractor may only engage a Subcontractor from that list. If no *Preferred Subcontractor* on the list will subcontract to perform the work, the Contractor must provide a separate list and the provisions of clause 30.2 will then apply.

When applicable, lists of any Preferred Subcontractors are included as Reference Contract Documents in Contract Information item 20.
 - .4 For each trade or area of work specified in *Contract Information* item 21 as a category requiring use of a *Prequalified Contractor*, the Contractor must use only

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Subcontractors prequalified in that category. Upon request, the Principal will provide to the Contractor a list of *Prequalified Contractors* for each specified category.

- .5 If the Contractor terminates a Subcontract, clauses 29 and 30 apply to any replacement Subcontract.

31 Not used

32 Not used

Carrying out the Services

This section contains most of the provisions in the General Conditions of Contract that apply to the physical carrying out of the Services, and also covers procedures for payment.

Starting

33 Start-up Workshop

The start-up Workshop (see attachment 1 which is incorporated by reference to these General Conditions) is held to encourage the parties and others concerned with the Services to work co-operatively towards a successful Contract and project.

- .1 The Principal must convene a start-up Workshop within 28 days after the Date of Contract or such other period as the parties agree.
- .2 The parties must attend the start-up Workshop and must jointly decide who else will attend. The structure and relevant processes that apply to evaluation and monitoring meetings under clause 6 shall apply to the Workshop. The workshop will be conducted so as to promote a culture of co-operation and teamwork for the management of the Contract.
- .3 Each party and any others who participate in the Workshop must meet their own costs for attendance at the start-up Workshop, and the parties will share equally the other costs.

34 Insurance

- .1 Before starting any work for or in connection with the Contract, the Contractor must arrange and have in place insurance for the minimum amounts specified in *Contract Information* items 22 to 25, and pay all premiums for:
 - .1 a public liability policy of insurance to cover loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Services, as specified in *Contract Information* item 22;
 - .2 Workers Compensation and related liability insurance in accordance with the requirements of the Workers Compensation Act 1987, as specified in *Contract Information* item 23, and where possible, extended to indemnify the Principal against statutory liability to persons employed by the Contractor; and
 - .3 other specific insurance, if any, referred to in *Contract Information* item 25
- .2 The Contractor must ensure that every Subcontractor is insured at all times:
 - .1 for Workers Compensation and related liability in accordance with the requirements of the Workers Compensation Act 1987; or
 - .2 (if Workers Compensation cover cannot legally be obtained) under a personal accident policy of insurance to cover personal accidents and related liability, as specified in *Contract Information* item 24.
- .3 The Contractor is responsible for insuring the Contractor's own plant and equipment. The Principal (and any Customer) will not be liable for loss of or damage to any of the Contractor's plant or equipment. This will apply notwithstanding that the loss or damage occurs on the premises of a Customer.
- .4 The Contractor must obtain the written approval of the Principal for all insurers and for the terms and conditions of the policies and provide copies of the approved policies to the Principal.
- .5 The Contractor must ensure that each policy required to be effected and maintained under the Contract or under Subcontracts is in effect for the relevant period specified in the contract.
- .6 All policies must:
 - .1 require the insurer to notify the Principal (other than in relation to Workers Compensation) at the same time as the insurer receives or gives any notice

concerning the policy, and at least 7 days before any proposed cancellation of a policy; and

- .2 provide that a notice of claim given to the insurer by the Principal, the Contractor, a Customer or a Subcontractor or Supplier will be accepted by the insurer as a notice of claim given by all of the insured.
- .7 The policies referred to in clauses 34.1.1 and 34.3 must be in the name of the Contractor with the Principal as an additional named insured and must cover the Contractor, the Principal, the *Principal's Authorised Person*, all Customers and all Subcontractors and Suppliers employed from time to time for or in relation to the Contract and the Services for their respective rights and interests and cover their liabilities to third parties.

The policies must include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons covered and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons covered as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result).

The Contractor must:

- .1 ensure that in respect of each insurance required to be effected or taken out as required by clause 34 by the Contractor or any Subcontractor or Supplier, it:
 - (1) does not do anything which prejudices any insurance;
 - (2) if necessary, rectifies anything which might prejudice any insurance;
 - (3) reinstates an insurance policy if it lapses;
 - (4) does not cancel, vary or allow an insurance policy to lapse without the prior written consent of the Principal;
 - (5) immediately notifies the Principal of any event which may result in an insurance policy lapsing or being cancelled; and
 - (6) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance.
- .2 ensure that any insurance required to provide coverage to Subcontractors acknowledges that the same coverage applies to Suppliers;.
- .3 ensure that any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and
- .4 ensure that a notice to the insurer by one insured will be deemed to be notice by all insured parties.

The policies must be effected before commencing work and be maintained while ever the Contractor is providing or is obliged to provide the Services.

- .8 Before the Contractor starts any work for or in connection with the Contract and whenever requested in writing by the Principal, the Contractor must supply proof that all insurance policies required under the Contract and under Subcontracts are current.
- .9 The Principal need not make any payment under the Contract to the Contractor unless the Contractor has complied with and continues to comply with clause 34.8.
- .10 If the Contractor fails to comply with the requirements of clause 34, the Principal may effect and maintain the insurance (that the Contractor should have effected) and pay the necessary premiums. The Principal may recover from the Contractor the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance, as a debt due by the Contractor.
- .11 The Contractor must, as soon as practicable, inform the Principal in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Contract and must ensure that the Principal is kept fully

informed of subsequent action and developments concerning the claim. The Contractor must take such steps as are necessary or appropriate to ensure that a Subcontractor or Supplier (as applicable) will, in respect to an event or claim of a like nature arising out of or relating to the operations or responsibilities of the Subcontractor or Supplier (as applicable), take in relation to the Principal similar action to that which the Contractor is required to take under this clause 34.11.

- .12 The requirements for insurance to be effected and maintained do not affect or limit the Contractor's liabilities or other obligations under the Contract.

35 Undertakings

The Contractor is required to provide security to the State Contracts Control Board in the form of unconditional *Undertakings* to pay on demand, provided by financial institutions on the Contractor's behalf.

- .1 Within 14 days after the Date of Contract the Contractor must give the Board an *Undertaking* in the amount stated in *Contract Information* item 26. The *Undertaking* must be in the form specified in Schedule 2 (Undertaking).
- .2 Unless the Board has made or intends to then make a demand against any *Undertaking*, the Board must return Undertakings to the Contractor within 28 days after completion of the whole of the Services.
- .3 All *Undertakings* must be provided by a bank, building society, credit union or insurance company acceptable to the Board.
- .4 The Contractor must not prevent the Board making any demand against the *Undertakings*, or prevent the provider of an *Undertaking* complying with the *Undertaking* or any demand by the Board.
- .5 The Contractor will not be required to provide separate undertakings to Customers. The Board holds Undertakings for the benefit of the Board and each Customer and may make demands on the *Undertaking* to meet the Contractor's liability to the Board and any Customers.

36 Site access

- .1 So far as concerns each Customer there will be a separate Site (or Sites). Access to a Customer's Site must be arranged with the Customer. In accessing a Site the Contractor must comply with the Customer's policies and procedures as to use of a Customer's Site. The Contractor will not have possession of any Site.
- .2 Subject to compliance by the Contractor with all conditions precedent to commencing work on Site, each Customer must give the Contractor sufficient access to the Customer's Site to allow the Contractor to perform the Services.
- .3 The Contractor must meet all its obligations under the Contract to provide *Undertakings* and effect insurance before it is entitled to start any work for or in connection with the Contract.

Refer to clauses 34 (Insurance) and 35 (Undertakings).

- .4 Before work commences the Contractor must comply to the extent specified in the Contract with requirements for industrial relations, environmental, safety (including under all occupational health & safety legislation and acting as principal contractor and controller of work sites under the Occupational Health & Safety Regulation 2001) and quality management, other *Statutory Requirements* and any other requirements specified in the Contract to be complied with by the Contractor before work commences. The Contractor is not entitled to access to any Site until the Contractor demonstrates to the Principal that it complies with those requirements.
- .5 The Contractor will have no entitlement to make any claim on account of any difference between the site conditions actually encountered and those anticipated by the Contractor at the time of tendering.

Access for the Principal

- .6 Where required for the purposes of the Contract, at all reasonable times the Contractor must permit the Principal (including its authorised employees and agents) to have access to the work of the Contractor and to the premises of the Contractor and must arrange for such access to the premises of Subcontractors and Suppliers. This may include for the purpose of surveillance, audit, inspection, *Testing*, certification and recording of information in any form or for any other reasonable purpose required by the Principal in connection with the Contract.

Carrying out Services

37 Ambiguities

Clause 37 applies to all *Contract Documents* .

- .1 The Contractor must check the *Contract Documents* and notify the Principal of any ambiguities, inconsistencies or discrepancies at least 21 days before the Contractor proposes to use them (including for procurement, manufacture or fabrication of any part of the Services) or for other Contract purposes.
- .2 The Principal must resolve any ambiguities, inconsistencies or discrepancies in the *Contract Documents* which are notified by the Contractor to the Principal for resolution and the Contractor must abide by the Principal's resolution of any ambiguities, inconsistencies or discrepancies.
- .3 The Contractor must carry out all necessary design to complete the Services and, in doing so, must meet the requirements of all of the following:
 - .1 the Contract;
 - .2 Principal's instructions concerning Services;
 - .3 Statutory Requirements;
 - .4 the Building Code of Australia;
 - .5 relevant Australian Standards; and
 - .6 if no other standard is specified in the Contract, then good industry standards applicable to the Services.
- .4 The Contractor acknowledges that the Contractor must not depart from the Principal's instructions concerning the Services particularly those set out in the *Contract Documents* without the Principal's prior written approval.
- .5 The requirements of clause 37.4 are not reduced or affected by any *Variations*.

38 Innovation

This clause provides an incentive to the Contractor to improve its service to the Principal by innovation. If the Principal accepts the Contractor's proposal, the Contractor benefits by retaining immediate savings in its costs; the Principal benefits from the added value to the Services, reduced operating or maintenance costs, or similar savings.

- .1 The Contractor may submit in writing to the Principal, at its own cost, a detailed proposal for changes to the Services which are likely to offer significant benefits (including long-term or repeated benefits) to the Principal.
- .2 The proposal must not include anything which might adversely affect the quality of the Services. Proposed changes must be consistent with the purpose and intent of the Contract and the Services.
- .3 The Principal must consider the Contractor's proposal, but is not bound to accept any proposal or proposed changes. No *Claim* will arise out of the Principal's consideration of or failure to accept any proposal or proposed changes.
- .4 Subject to Clause 38.7 if the Principal accepts any changes proposed by the Contractor, any actual direct saving in the cost to the Contractor of the Services resulting from the changes will be for the benefit of the Contractor.

- .5 The Principal may accept the proposed changes subject to conditions.
- .6 The Contractor is fully responsible to the Principal for the compliance of the Services and for the changes and their consequences.
- .7 Notwithstanding the provisions of clause 38.4, if indicated in *Contract Information* item 28, the savings in the cost to the Contractor of the Services with the changes proposed by the Contractor and accepted by the Principal under clause 38 must be shared by the Contractor and the Principal in the proportions of the savings stated in *Contract Information* item 28. The calculated savings must include the assessed reduction in the costs of the Services to the Contractor and Subcontractors and Suppliers, less any costs incurred by the Principal in assessing or implementing the changes.

39 Carrying out Services

- .1 The Contractor must carry out and supply the Services including the supply of all things necessary to carry out the Services in accordance with all of the following:
 - .1 the Contract;
 - .2 the Principal's instructions concerning the Services;
 - .3 *Statutory Requirements*;
 - .4 the Building Code of Australia;
 - .5 relevant Australian Standards ; and
 - .6 if no other standard is specified in the Contract, then good industry standards applicable to the Services.
- .2 The Contractor must comply with this clause 39 and ensure that the Services and every part of them are fit for the purposes required by the Contract.
- .3 The provisions of clause 39.2 are not reduced or affected by any *Variations*.

40 Testing

- .1 The Contractor must:
 - .1 *Test* (at its own cost) all parts of the Services specified in the Contract to be *Tested*;
 - .2 give the Principal the opportunity to witness the *Tests* by giving reasonable notice; and
 - .3 make the results available to the Principal.
- .2 The Principal may instruct the Contractor at any time to *Test* any part of the Services. The Principal must pay for the *Tests* if the results of the *Tests* show full compliance with the Contract. Otherwise, the Contractor must pay.
- .3 The Contractor must repeat the *Tests* (at its own cost) of all parts of the Services where *Defects* have been found, until the results of these *Tests*, as reported in writing to the Principal, confirm that all *Defects* have been made good and that the Services comply with the Contract.

41 Defects

The Principal considers the Contractor to be an expert in the provision of the Services and holds the Contractor responsible for its work.

These *Defects* provisions are to ensure that the Services are carried out to the standards required by the Principal. The Principal can also rely on its common law rights.

- .1 The Contractor must identify and promptly make good all *Defects* so that the Services comply with the Contract. This requirement does not affect any other remedy or right of the Principal.
- .2 At any time the Principal may instruct the Contractor to make good *Defects* within the time specified by the Principal.
- .3 If the Contractor fails to make good the *Defects* in the time specified, the Principal may have the *Defects* made good by others and then:

- .1 the cost will be a debt due to the Principal, and
- .2 the Contractor will be responsible for the work involved in making good the *Defects* as if the Contractor had performed the work.
- .4 Nothing in this clause 41:
 - .1 reduces the Contractor's other liabilities and obligations under the Contract; or
 - .2 affects the Principal's common law right of damages.

Changes to work

The Board may instruct *Variations* to the Services and a Customer may direct *Variations* to the Services to be provided to the Customer. References to the Principal in clause 42 mean the Board or the Customer, as appropriate. However, the Board itself will not be liable to pay for any *Variation*. Any adjustments will be to the rates or prices payable by Customers.

42 Variations

- .1 The Principal may instruct *Variations* in writing and the Contractor must comply with these instructions. The Contractor must not make any change to the Services without a written instruction from the Principal.
- .2 Unless the Principal considers that urgent or special circumstances exist and instructs the Contractor to proceed, the Contractor must not begin to carry out a *Variation* until the parties have agreed on its value.
- .3 When requested to by the Principal, the Contractor must advise the Principal of its price for a proposed *Variation* and its effect (if any) on any other matter specified, within the time specified in the request.
- .4 If the parties agree that a *Variation* applies, then the rates or prices included in the Contract will apply to the *Variation*.
- .5 If a variation involves the omission of work, the amount which would otherwise be payable to the Contractor will be reduced by the amount agreed by the parties (the Principal and the Contractor or the Customer and the Contractor, as the case may require) or, if no agreement, by a reasonable amount.
- .6 If a variation involves the additional work or a change for which the Contractor wishes to claim extra, the Contractor may claim extra in the payment claim for the Month in which the additional work or change is performed or in the two Months following. The amount which the Contractor may claim is the amount agreed by the parties or, if no agreement, by a reasonable amount.
- .7 If the Contractor does not claim the agreed amount or a reasonable amount in the Month in which the additional work or change is performed or the two Months following, the Contractor will not be entitled to be paid any extra.
- .8 *Variations* instructed by the Principal must be generally consistent with or of a similar nature to the type of work included in the Services.
- .9 The Contractor may propose in writing to the Principal a *Variation* for the Contractor's convenience. The Principal may approve the *Variation* but is not obliged to do so. The Principal's approval may be conditional. Subject to the conditions of the Principal's approval, the other relevant provisions of clause 42 apply to any *Variation* proposed by the Contractor and approved as a *Variation* by the Principal.

43 Changes in Statutory Requirements

- .1 If *Statutory Requirements* change after the closing date for the tender which leads to the Contract and a change to the Services may be required as a result, the Contractor must promptly notify the Principal. The Contractor will not be entitled to additional recompense on account of a change to Statutory Requirements. Without limiting the generality of the preceding sentence, changes in matters covered by statute (including enterprise agreements), for example, public holidays, school

days, awards, allowances, taxes, superannuation, loadings, hours, work methods or materials (including chemicals) which may be used, protection of children, etc. will not give the Contractor any entitlement to additional recompense or to claim that there has been a Variation. This list is not exhaustive.

Suspension of Services

44 Principal's suspension

- .1 The Principal may instruct the Contractor to suspend progress of the Services or any part, and the Contractor must comply.
- .2 The Contractor must resume carrying out the Services when instructed to by the Principal.

If the need for the suspension arises from the Principal's own act or omission, then the Contractor will be entitled to its reasonable, direct Site and off-Site costs of the suspension, unavoidably incurred, having taken all reasonable steps to minimise the costs.

- .3 The Contractor has no other remedies in connection with the suspension.

45 Contractor's suspension

- .1 The Contractor must not suspend work except pursuant to statutory entitlement or the written permission of the Principal.
 - .2 If the Contractor suspends work, the Contractor will not be entitled to delay costs or damages.
-

Payment

46 Management Fee

- .1 The Contractor must pay the State Contracts Control Board the *Management Fee* stated in *Contract Information* item 29 by monthly instalments. The Principal [Board] will send the Contractor a tax invoice monthly (at the end of each month, the first commencing on the Date of the Contract) and the Contractor must pay it within 30 days after the date of the invoice. The Contractor must not claim the *Management Fee* (or reimbursement of any portion thereof) from any Customer.
- .2 If requested by the Principal, the Contractor must within 30 days after the end of the Contractor's financial year, provide to the Principal a certificate prepared by an independent auditor confirming the amounts claimed by the Contractor from Customers.

47 Entitlements

- .1 Except as otherwise expressly stated under the Contract, the amount payable by the Principal to the Contractor is only to be increased if required under any of the following clauses:
 - .1 clause 40 (Testing);
 - .2 clause 42 (Variations);
 - .3 clause 44 (Principal's suspension); and
 - .4 clause 51 (Interest on late payments).
- .2 The amount payable by the Principal to the Contractor may be decreased if required by the Contract. Clauses that allow decreases in the amount payable by the Principal to the Contractor include:
 - .1 clause 27.5 (Care of people and property);
 - .2 clause 41.3 (Defects); and
 - .3 clause 42.5 (Variations).

- .3 The Contractor is not entitled to any other payments related to the subject matter of the Contract, under the Contract or otherwise, except:
 - .1 under clauses 60 and 61;
 - .2 for breach of the Contract; or
 - .3 where this exclusion is not permitted by law.

48 Payment Claims

- .1 Unless otherwise specified in the Contract, each *Month* on the day stated in *Contract Information* item 30 the Contractor must make one (and only one) payment claim on each Customer.
- .2 At the same time as the Contractor serves a payment claim on a Customer, the Contractor must send a copy to the Board at the address in *Contract Information* item 6.
- .3 The Contractor must submit *Payment Claims* in the form specified by the Customer. A *Payment Claim* must:
 - .1 identify the Facilities and the Services to which the *Payment Claim* relates;
 - .2 indicate the how the claim is calculated by reference to the Schedules of Rates; and
 - .3 comply with the Goods and Services Tax requirements (see clause 12)
- .4 *Payment Claims* must be accompanied by all relevant calculations and other information.
- .5 *Payment Claims* must must include:
 - .1 a statutory declaration executed not before the date of the Payment Claim in the form of Schedule 4 (Statutory Declaration) relating to payment of employees, Subcontractors and Suppliers, and workers compensation insurance premiums and payroll tax payments, which meet the requirements of the Industrial Relations Act 1996, the Pay-roll Tax Act 1971, the Workers Compensation Act 1987 and all other relevant legislation; and
 - .2 Such *Conformance Records* as may be specified in the Contract, signed by the Contractor and verifying that Services have been provided in accordance with the Contract.

49 Payments

- .1 When given a *Payment Claim* by the Contractor, the Customer who is liable to pay the claim must within the time provided in the Contract Information Item 31:
 - .1 if it agrees with the *Payment Claim*, adopt it as its assessment; or
 - .2 if it disagrees with the *Payment Claim*, prepare its own assessment, in consultation with the Contractor if appropriate, and give to the Contractor a *Payment Schedule*.
- .2 The Customer's assessment in the *Payment Schedule* must:
 - .1 identify the *Payment Claim* to which it relates;
 - .2 indicate the amount of the payment (if any) that the Principal proposes to make as the *Scheduled Amount*; and
 - .3 if the *Scheduled Amount* is less than the *Claimed Amount* indicate why it is less and (if it is less because the Customer is withholding payment for any reason), the Customer's reasons for withholding payment.
- .3 If the *Scheduled Amount* which the Customer proposes to pay is less than the *Claimed Amount*, the Contractor may give notice of an *Issue* under clause 54.
- .4 Reasons why the *Scheduled Amount* may be less than the *Claimed Amount* or for withholding payment include but are not limited to:
 - .1 disagreement with the *Claimed Amount*;
 - .2 the costs and estimated costs associated with remedying *Defects*; and

- .3 amounts the Customer is otherwise entitled to withhold, set-off or otherwise deduct.
- .5 The Customer must pay to the Contractor as a *Progress Payment* the Customer's assessment of the payment due, by the later of:
 - .1 the time, if any, specified in *Contract Information* item 32;
 - .2 20 business days after receiving the statutory declaration and the *Conformance Records (which under clause 48 must accompany the payment claim)*; and
 - .3 the period specified in the Contract, after the Contractor takes any other actions and complies with any other obligations required which are stated in the Contract to be pre-conditions to payment before any payment is payable
- .6 Unless stated otherwise in the Contract, all payments to the Contractor must be made by electronic funds transfer to the Contractor's account specified in *Contract Information* item 12.
- .7 Payment by the Customer is not evidence that the Customer accepts the value, quantity or quality of work or that the Contractor has complied with the Contract or that the Contractor has any particular entitlement, and is payment on account only.
- .8 The Principal (and or any Customer) will have the right to set off against a progress payment the estimated cost of remedying any Defects and of any damages suffered by the Principal (or the Customer) as a consequence of any breach by the Contractor and any outstanding amount of the Management Fee.

50 Final payment

- .1 After the end of the period for which the Contractor is required to provide Services to a Customer, the Contractor is not entitled to any payment from a Customer except:
 - .1 a payment to which the Contractor is entitled under clause 49 for the *Month* in which services were last provided;
 - .2 an amount which the Customer has agreed to pay the Contractor in respect of a *Claim*; and
 - .3 an amount that an *Expert* determines under clause 56 must be paid by the Customer to the Contractor.

51 Interest on late payments

- .1 A party which fails to make a payment by the time or by the last day of the period prescribed by the Contract must pay interest to the other party, at the rate in *Contract Information* item 33, for the period the payment is late.

52 Set-off

- .1 If the Board or a Customer claims a sum under or arising out of the Contract or any other contract between the Board or the Customer and the Contractor:
 - .1 the Customer may withhold, deduct or set-off the claimed sum against any sum to which the Contractor is otherwise entitled under or arising out of the Contract; and
 - .2 the Board may make a demand against the *Undertakings* provided under clause 35 for any amount of the claimed sum in excess of the sum to which the Contractor is then otherwise entitled.
- .2 The amount of the *Management Fee* payable by the Contractor (see clause 46.1) will not be reduced on account of a withholding, deduction or set off by the Principal.
- .3 If the Contractor fails to pay any instalment of the *Management Fee*, the Principal may, without prejudice to any other right, make a demand under the *Undertakings* for the amount.

Claim and Issue resolution

This section provides a step-by-step procedure for handling *Claims* and *Issues*. Generally, the aim of the Contract is for the parties to resolve matters through discussions as soon as possible and within the times specified. Further steps are only needed if the parties have been unable to resolve matters between themselves.

Claim resolution

53 Contractor's Claims

- .1 If a *Claim* is in respect of Services provided to a Customer, the Claim must be made against that Customer in accordance with the provisions of the Contract as if the Customer was the Principal.
 - .2 Any *Claim* other than a payment claim under clause 48 must be made, assessed and determined under this clause 53 (unless determination of the *Claim* is regulated by a separate procedure under any applicable legislation).
 - .3 Where the Contractor is entitled to make a *Claim* under a provision of the Contract which does not specify a time for making the *Claim*, then the *Claim* must be made within 28 days from:
 - .1 the start of the event giving rise to it; or
 - .2 the time the event should have become known to the Contractor, with reasonable diligence on its part.
 - .4 If the Contractor fails to make a *Claim* within the specified time, the *Claim* is barred.
 - .5 Each *Claim* must include information sufficient for the Principal to assess the *Claim*, without the need for further information. This includes the factual and legal basis, detailed quantification and responses by the Contractor to the questions set out in paragraphs 1.1 and 1.2 of the Schedule 3 (Expert Determination Procedure).
 - .6 The Principal must assess a *Claim*, and reach agreement about it with the Contractor or reject it, within 28 days after receiving the *Claim* with all information required by clause 53.5.
 - .7 If the Principal agrees to a *Claim* involving money, the Principal will make payment within 28 days of such agreement.
 - .8 If a *Claim* is rejected or not agreed it will be an *Unresolved Claim*, and then the Contractor may notify the Principal that it disputes the rejection or failure to agree as an *Issue*, within 14 days after the end of the 28 day period referred to in clause 53.6.
-

Issue resolution

54 Notification of Issue

- .1 The Contractor may dispute an assessment, determination or instruction of the Principal or a Customer, or an *Unresolved Claim*, by giving notice to the Principal or the Customer (copied to the Principal's senior executive named in *Contract Information* item 8) of an *Issue* within 28 days after the assessment, determination or instruction, or within 14 days as provided in clause 53.8 for an *Unresolved Claim*.
- .2 Either party may give notice to the other (copied to that party's senior executive) of an *Issue* (excluding an *Issue* referred to in clause 54.1, but including a claim by the Principal) about the meaning or effect of the Contract, or about any matter arising under, out of or in any way connected with the Contract, within 28 days after becoming aware of the *Issue*.

- .3 The parties must follow the *Issue* resolution procedure in clauses 54, 55 and 56 before either commences proceedings or takes similar action
- .4 Subject to clause 53, if the Principal or the Contractor (as applicable) gives notice of an *Issue* but not within the time prescribed and it is resolved in favour of the party giving notice of the *Issue*, that party will not be entitled to interest on any amount involved in the *Issue* for the period before notice of the *Issue* was given.
- .5 The Principal is not liable to pay damages (whether in contract, for negligence or otherwise) for making an incorrect assessment, determination or instruction.

However, the Contractor will be entitled to the amount determined by an expert or the court, with simple interest as referred to in clause 51, from the date the expert or the court decides that the amount should have been paid.
- .6 The Principal's assessments, determinations or instructions may, subject to this Contract, be reviewed and revised in any *Expert Determination* or court proceedings which might follow this *Issue* resolution procedure.
- .7 This *Issue* resolution procedure does not prevent a party from seeking an urgent declaration or injunction from a court.

55 Resolution by senior executives

- .1 If a party gives notice of an *Issue* under clause 54, the senior executives named in *Contract Information* items 8 and 11 must promptly confer to try to resolve the *Issue*.
- .2 A party is not entitled to refer an *Issue* to *Expert Determination* until 21 days after giving notice of an *Issue* under clause 54.
- .3 A party may only refer an *Issue* to *Expert Determination* by giving notice to the other party (specifying the *Issue* to be decided and copied to that party's senior executive) within the number of days specified in *Contract Information* item 34 or if no such period is specified, then within 28 days of becoming entitled to under clause 55.2.
- .4 An *Issue* for which notice has not been given within the time limited by and in the form prescribed by clause 55.3 is barred from *Expert Determination* or any other action or proceedings (including court proceedings).

56 Expert Determination

- .1 If an *Issue* is to be referred to *Expert Determination*, the parties must endeavour to agree on the *Expert* to be engaged. If they cannot agree within 28 days of the receipt of a notice under clause 55.3, the *Expert* will be nominated (on the application of either party) by the person named in *Contract Information* item 36. That person must not nominate:
 - .1 an employee of the Principal or the Contractor;
 - .2 a person who has been connected with the Services or the Contract; or
 - .3 a person who the Principal and the Contractor have not been able to agree on.
- .2 When the person to be the *Expert* has been agreed or nominated, the Principal, on behalf of both parties, must engage the *Expert* by letter of engagement (copied to the Contractor) setting out:
 - .1 the *Issues* referred to the *Expert* for determination;
 - .2 the *Expert's* fees;
 - .3 the procedure for *Expert Determination* in Schedule 3 (Expert Determination Procedure); and
 - .4 any other matters which are relevant to the engagement.
- .3 The Principal and the Contractor must share equally the fees and out-of-pocket expenses of the *Expert* for the determination, and bear their own costs.

- .4 The procedure for *Expert Determination* is set out in Schedule 3 (Expert Determination Procedure).
 - .5 In answer to any *Issue* referred to the *Expert* by a party, the other party may raise any defence, set-off or cross-claim.
 - .6 If the *Expert* determines that one party must pay the other an aggregated amount exceeding the amount in *Contract Information* item 36 (calculating the amount without including interest on it, and after allowing for set-offs), or if the *Expert's* determination involves a finding which does not involve paying a sum of money, then either party may commence litigation in respect of the amount referred to above (which amount exceeds the amount in *Contract Information* Item 37) or the finding which does not involve paying a sum of money, as applicable, but only within 56 days after receiving the determination.
 - .7 Unless a party has a right to commence litigation under clause 56.6:
 - .1 the parties must treat each determination of the *Expert* as final and binding and give effect to it; and
 - .2 if the *Expert* determines that one party owes the other money, that party must pay the money within 28 days.
 - .8 The representative of the Principal for all of the purposes of this clause 56 is the person specified in *Contract Information* item 35. This person (and his/her address) may differ from the person (and his/her address) for the giving of other notices to the Principal.
- 57 Parties to perform the Contract
- .1 During *Claim* and *Issue* resolution procedures under clauses 53 to 56, the parties must continue to perform their obligations under the Contract.

Termination

58 Termination for Contractor's Default or Insolvency

- .1 The Principal may terminate the Contractor's engagement under the Contract for *Contractor's Default* or *Contractor's Insolvency* by giving notice, as set out in this clause 58.
- .2 The Principal may similarly terminate the Contractor's engagement under any contract with a Customer and a Customer may separately terminate the Customer's contract with the Contractor.
- .3 In the case of *Contractor's Default*, the Principal must first give notice to the Contractor that it has 7 days after the notice is given to the Contractor to remedy the *Contractor's Default*.
- .4 If the Contractor fails to give the Principal a notice containing clear evidence that it has remedied a *Contractor's Default*, or fails to propose steps reasonably acceptable to the Principal to remedy the *Contractor's Default*, the Principal may give the Contractor a notice terminating its employment under the Contract.
- .5 Nothing in this clause 58 affects or negates the Principal's common law rights to terminate or for damages.

If a right to terminate exists at common law, a notice to terminate at common law may be given without first giving notice to remedy a default.

- .6 In the case of *Contractor's Insolvency*, the Principal may give the Contractor a notice terminating its engagement under the Contract.
- .7 If the Principal terminates the Contractor's engagement under this clause 58, it may at its sole discretion, employ others to complete the Services and all the following will then apply:
 - .1 The Contractor must leave the Site as soon as reasonably practicable and remove all things it has brought onto the Site for the purpose of performing the Services, but must leave any things required by the Principal to have the Services completed.
 - .2 The Contractor must assign to the Principal the Contractor's rights and benefits in all its contracts concerning the Services, warranties and unconditional undertakings, bank guarantees, insurance bonds, other security of a similar nature or purpose and retention held by the Contractor, with effect from the date of termination of its employment under the Contract.
 - .3 The Contractor must consent to a novation to the Principal or its nominee of all Subcontracts and its other contracts concerning the Services, as required by the Principal and must procure at the time of entering into each Subcontract and other contracts, the consent in writing of all of its Subcontractors and Suppliers to the novation. The Principal may at any time make payments and may deduct, withhold or set-off any amounts to be paid under the novated contracts from amounts otherwise payable to the Contractor or from any *Undertakings* given on the Contractor's behalf.
 - .4 The Contractor must do everything and sign all documents necessary to give effect to this clause 58, and it irrevocably appoints the Principal as its attorney to do this in its name if it fails to do so.
 - .5 If, on completion of the Services, the cost to the Principal of completing the Services exceeds the amount that would have been paid to the Contractor to complete them, then the difference will be a debt due by the Contractor to the Principal.

- .6 The Principal may make provisional assessments of the amounts payable to the Principal under clause 58.7.5 and may demand them under the *Undertakings*.

59 Termination for Principal's convenience

- .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 termination may include or exclude any contract with a Customer. Each Customer will have the right to terminate its contract with the Contractor and, in that event, the provisions of this clause will apply separately to that contract.
- .2 The Contractor must comply with any instructions of the Principal to wind down and stop work.
- .3 The Contractor must leave the Site by the date stated in the termination notice and remove all things it has brought onto the Site for performing the Services, except for those items identified in the termination notice as to be retained on the Site.
- .4 After termination under clause 59.1, subject to its rights under the Contract, the Principal must pay the Contractor the amounts due under clause 49 for Services provided to the date the termination notice takes effect, after taking into account previous payments and any deductions, retentions or set-offs to which the Principal is entitled;
- .5 The Principal must return the *Undertakings*, subject to its rights under the Contract.
- .6 The payments referred to in clause 59.4 are full compensation for termination under this clause 59, and the Contractor has no *Claim* for damages or other entitlement whether under the Contract or otherwise.

60 Termination for Principal's default

- .1 If the Principal fails to pay the Contractor any amount in accordance with the Contract which is not in dispute, or commits any fundamental breach of the Contract, then the Contractor may give notice requiring the Principal to remedy the default within 28 days after receiving the notice.
- .2 If the Principal fails to remedy the default, or fails to propose steps reasonably acceptable to the Contractor to do so, the Contractor may issue a notice terminating the Contract and clauses 59.3 to 59.6 will then apply and the Principal must pay the Contractor the applicable amounts referred to in clause 59.4 as its sole remedy and in full compensation for the Principal's breach.
- .3 If a Customer fails to pay the Contractor any amount in accordance with the contract (between the Contractor and the Customer) which is not in dispute, or commits any fundamental breach of that contract, the Contractor may exercise the rights under this clause but limited to the contract with the particular Customer.
- .4 The Contractor has no other right to terminate the Contract.

61 Termination by frustration

- .1 If the Contract or a contract with a Customer is terminated by the doctrine of frustration, the Frustrated Contracts Act 1978 NSW will not apply. Instead, the Contractor will be entitled to payment in accordance with the Contract for Services provided up to the date of termination and neither party will have any entitlement to recover from the other any loss consequent upon the termination.

62 Termination notices

- .1 Notices under clauses 58, 59, 60 and 61 must be in writing and be delivered by hand, registered post or equivalent, or facsimile.

Meanings

Meanings

63 Interpretation

- .1 Unless the context otherwise requires, words in the singular must be interpreted to include the plural, and vice versa.
- .2 No legal interpretation applies to the disadvantage of any party on the basis that the party provided the *Contract Documents*, or any part of them.

64 Definitions

Board

The State Contracts Control Board

Business Day

Any day other than a Saturday, Sunday, public holiday in New South Wales, or 27, 28, 29, 30 or 31 December.

Claim

A claimed entitlement of the Contractor under or arising out of or connected with the Contract, in tort, in equity, under any statute, or otherwise. It includes a claimed entitlement to an extension of time or for breach of Contract by the Principal.

Claimed Amount

The amount claimed by the Contractor in a *Payment Claim*.

Conformance Records

Records which show conformance by the Contractor with particular requirements of the Contract, as may be required the Contract and as referred to in clause 48 and or 49.

Contract

The agreement between the Contractor and the Principal constituted by the *Contract Documents*.

Contract Documents

See clause 7.1 and Contract Information item 18

Contract Information

The part of the General Conditions called "Contract Information".

Contract program

See Section 3 of the Contract Documents

Contractor

The party named as such in *Contract Information* item 9, and including its successors and permitted assigns.

Contractor's Authorised Person

The person appointed to act for the Contractor under clause 2, including as named in *Contract Information* item 10.

Contractor's Default

A substantial breach of the Contract by the Contractor, including, without limitation, any of the following:

- .1 abandoning the carrying out of the Services;
- .2 suspending progress of the carrying out of the Services in whole or part without the written agreement of the Principal;
- .3 failing to comply with an instruction in writing or confirmed in writing by the Principal;
- .4 failing to carry out the Services with professional skill and care and competence;
- .5 failing to maintain any registration or licence required by law to carry on activities required under the Contract;
- .6 failing to provide security as required under clause 35 of the Contract; or
- .7 failing to effect and maintain insurance policies as required under the Contract.
- .8 Failing to pay any installment of the management fee when due.
- .9 Failing to comply with and satisfy any requirement of the Preliminaries, particularly clauses 3.2 and 4.2.

Contractor's Insolvency

Any of the following applying to the Contractor:

- .1 insolvency;
- .2 the Contractor indicates it does not have the resources to perform the Contract;
- .3 an application for winding up is made which is not stayed within 14 days;
- .4 a winding-up order is made;
- .5 a controller, administrator, receiver, receiver and manager, provisional liquidator, or liquidator is appointed;
- .6 a mortgagee enters into possession of any property of the Contractor;
- .7 notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
- .8 any actions having a similar effect are taken.

Customer

A Customer is a person listed in Contract Information Item 2 and a person that by direction of the Board is added as a Customer.

Data

Drawings, sketches, specifications, digital records and computer software and all other data and information relating to the Contract.

Date of Contract

The date of the *Letter of Award* or if no *Letter of Award* is issued by the Principal to the Contractor, the date the *Deed of Contract Agreement* is signed by the Principal after the Contractor has signed it.

day

A calendar day, including all *Business Days* and non-Business Days.

Deed of Contract Agreement

A deed of agreement in the form in Schedule 1 evidencing the Contract.

Defect

Includes an error, omission, shrinkage, blemish in appearance or other fault in the Services or which affects the Services, which results from a failure of the Contractor to comply with the Contract.

Excepted Risks

Any of the following:

- .1 any negligent act or omission of the Principal, the *Principal's Authorised Person* or the employees, consultants or agents of the Principal;
- .2 any risk specifically excepted in the Contract;
- .3 war, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority; or
- .4 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or the Contractor's employees or agents.

Expert

A person engaged to determine *Issues* under clause 56.

Expert Determination

The process of determination of an *Issue* by an *Expert*, under clause 56 and the procedure in Schedule 3 (Expert Determination Procedure).

Fault

Ambiguity, inconsistency, discrepancy, omission, error or other fault.

Intellectual Property Rights

Includes copyright, patent right, registered design, trade mark or name and other protected rights.

Issue

Any issue, dispute or difference raised by either party under clause 54.

Letter of Award

A letter from the Principal to the Contractor awarding the Contract to the Contractor as referred to in clause 7.

Management Fee

The *Management Fee* is an amount payable by the Contractor to the State Contracts Control Board and it is:

- the percentage stated in Contract Information item 29 of the sum of the GST exclusive component of all amounts claimed (including but not limited to amounts referred to in clauses 47 and 48 and amounts to which the Contractor is entitled in respect of *Claims*) by the Contractor from Customers under or in connection with the Contract; plus
- the GST payable on that amount.

Month

A month with a name, eg. January, February, etc.

Payment Claim

A *Claim* for payment made by the Contractor to the Principal under clause 48.

Payment Schedule

A payment schedule containing the Principal's assessment of a *Payment Claim* and stating the amount the Principal proposes to pay as the *Scheduled Amount*, as referred to in clause 49.

Preferred Subcontractor

A Subcontractor included on the list in *Contract Information* item 20 and provided by the Principal to the Contractor for a specified trade or area of work.

Preliminaries

The terms and conditions set out in the Contract Document entitled Preliminaries.

Prequalified Contractor

A *Preferred Subcontractor* who has been notified in writing by the Principal that it has met the Principal's prequalification criteria for the type of work involved.

Principal

The State Contracts Control Board and, in respect of a separate contract with a Customer, the Customer will be the Principal.

Principal's Authorised Person

The person appointed to act for the Principal in terms of clause 2 including as named in *Contract Information* item 5.

Progress Payment

A payment by the Principal in response to a *Payment Claim*.

Schedule of Rates

Any schedule in the Contract stated to be a *Schedule of Rates*.

Scheduled Amount

The amount of payment (if any) stated in a *Payment Schedule*, that the Principal proposes to make in relation to a *Payment Claim* as referred to in clause 49.

Section

Any part of the Contract Documents contained in any Volume and described as Section.

Services

The services to be provided, the work to be carried out and the other obligations of the Contractor under the Contract as referred to in clause 10, including all work and items of the type referred to in clause 10.1, the Preliminaries and *Variations*; it applies to the Services as a whole and also to any part of the Services unless stated otherwise or the context requires otherwise.

Site

The lands and other places to be made available by the Principal (or a Customer) to the Contractor for the purpose of performing the Services, and including any existing buildings, services or other improvements. Where Services are to be provided in respect of different sites, references to the Site are to be taken as references to whichever site is relevant in the particular instance.

Statutory Requirements

The laws relating to the Services, the Site, or the environment or the lawful requirements of any authority or provider of services having jurisdiction over the

Services, the Site, or anyone or anything connected with the Services, the Site or otherwise relating to the Contract.

Subcontract

An agreement between the Contractor and a Subcontractor or a Supplier.

Subcontractor

An entity engaged by the Contractor to carry out part of the Services or a Supplier.

Sub-Subcontract

An agreement between a Subcontractor or Supplier and its subcontractor or supplier.

Supplier

An entity engaged by the Contractor to supply part of the Services.

Test

Examine, inspect, measure, prove and trial, including opening up of any part covered up, if necessary; *Testing* and other derivatives of *Test* have a corresponding meaning.

Undertaking

An unconditional undertaking to pay on demand, in the relevant form of Schedule 2 (Undertaking), provided as security to the Principal.

Unresolved Claim

A *Claim* rejected or not agreed under clause 53.

Variation

Any change to the Services including additions, increases, omissions and reductions to and from the Services, in accordance with the requirements of the Contract, and not including omissions of the type referred to in clause 10.1.3.

Volume

Volume(s) means the volumes 1, 2 and 3 of the documents issued by the Principal as the basis of the Contract Documents relating to Contract No and includes all parts and Sections thereof.

Contract Information

The *Contract Information* is part of the Contract. Words and phrases are defined in clause 64.

Project and Contract

Item

1 Project and Contract name

The Project and Contract name

South Western Sydney Institute Building Services Maintenance Contract

The Contract number is:

0601094

2 Customers and their respective Sites

Mentioned in clauses 1, 36 and 64

The Customers at the Date of Contract and their respective Sites are:

Department of Education & Training, South Western Sydney Institute of TAFE and Refer to Section 3, clause 3.1.1 for sites included in the Contract.

3 Description of the Services (including purpose)

Mentioned in clauses 10 and 64

The Services are:

The Maintenance of selected building services of Customer's Sites in accordance with clauses 10 and 64, the Customer's instructions and the Contract Documents.

Principal's details

4 Principal

The Principal is:

The Customer Principal is the Minister of Education & Training

5 *Principal's Authorised Person*

Mentioned in clause 2

The *Principal's Authorised Person* is: N/A

Each Customer will separately notify the Contractor of the Customer's Authorised Person.

The *Customer's Authorised Person* is:

To be advised to the Contractor after award of the Contract.

GENERAL CONDITIONS OF CONTRACT

6 Notices to the Principal

Mentioned in clause 28

Notices must go to the *Principal's Authorised Person* listed above, at the address or number shown here.

Office address:
(for delivery by hand)

N/A

Postal address:
(for delivery by registered post)

N/A

Facsimile number:

N/A

e-mail address

N/A

7 Notices to the Customers

Mentioned in clause 28

The office address (for delivery by hand):

To be advised to the Contractor after award of the Contract.

The Postal address:
(for delivery by registered post)

To be advised to the Contractor after award of the Contract.

Facsimile number:

To be advised to the Contractor after award of the Contract.

e-mail address

To be advised to the Contractor after award of the Contract.

8 Senior executive

A - Principal's senior executive

Mentioned in clauses 54 and 55

The Principal's senior executive is:
The Customer's Principal's senior executive is:

Manager, Facilities Management
Manager, Asset Management Unit,
South Western Sydney Institute

B - Documents copied to the Principal's senior executive

Mentioned in clause 54

When documents must be copied to the Principal's senior executive the address is as follows:

Office address:
(for delivery by hand)

Department of Commerce
Level 8 McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

Postal address:

Department of Commerce

GENERAL CONDITIONS OF CONTRACT

(for delivery by registered post)	Level 8 McKell Building 2-24 Rawson Place SYDNEY NSW 2000
Facsimile number:	(02) 9373 7552
e-mail address	christine.wong@commerce.nsw.gov.au
Customer's Principal's senior executive Office address: (for delivery by hand)	Asset Management Unit 13-15 Lumley Street Granville, NSW 2142
Customer's Principal's senior executive Postal address: (for delivery by registered post)	Asset Management Unit 13-15 Lumley Street Granville, NSW 2142
Customer's Principal's senior executive Facsimile number:	02 9846 82168
Customer's Principal's senior executive e-mail address	glenn.downie@det.nsw.edu.au

Contractor's details

9 Contractor

The Contractor is:

»
»
ABN ».....

10 Contractor's Authorised Person

The Contractor's Authorised Person is:

» *Mentioned in clause 2*

11 Senior executive

The Contractor's senior executive is:

»

Mentioned in clause 54 and 55

12 Notices to Contractor

Notices must go to the personnel listed above, at the address or number shown here.

Office address:
(for delivery by hand)

»
»
»

GENERAL CONDITIONS OF CONTRACT

».....

Postal address:
(for delivery by registered post)

».....
».....
».....
».....

Facsimile number:

».....

e-mail address

».....

The Contractor's account details for
electronic payments:

»

13 Not used

Dates and Times

14 Date of Contract

Mentioned in clause 64

This is the date the Principal signs the Contract after the Contractor has signed, or the date of the Principal's *Letter of Award* to the Contractor (as applicable).

Date of Contract is:

.....

NSW Government requirements

15 Codes

Mentioned in clause 13

The following NSW Government
code that applies is:

"NSW Government Code of Practice for
Procurement".

16 Principal contractor

Mentioned in clause 15.2

Is the Contractor appointed as
principal contractor? (Yes/No)

Yes

17 NSW Government construction Guidelines requirements

A - OHS Management Plan

Mentioned in clause 15.3

Is the Contractor required to submit a
Project OHS Management Plan?
(Yes/No)

Yes

Is the Contractor required to submit
Site-specific Safety Management
Plans? (Yes/No)

Yes

GENERAL CONDITIONS OF CONTRACT

B - Industrial Relations Plan

Mentioned in clause 16.3

Is the Contractor required to submit a Project IR Plan? (Yes/No)

Yes

C - Environmental Management Plan

Mentioned in clause 18.2

Is the Contractor required to submit an Environmental Management Plan (Yes/No)

Yes

Contract Documents

18 Contract Documents

Mentioned in clause 7.1

The *Contract Documents* are:

The content of volume 1, 2 and 3 including all sections, schedules and specifications, any Letter of Award and Deed of Contract Agreement and the content thereof.

Subcontract work

19 Period for payment of Subcontractors

Mentioned in clause 29

Maximum period for payment of Subcontractors:

15 business days.

20 Preferred Subcontractors

Mentioned in clause 30

Preferred Subcontractors referred to in clause 30:

Not applicable.

21 Prequalified subcontractors

Mentioned in clause 30

Prequalified Contractors referred to in clause 30:

Not applicable.

Insurance - General

Mentioned in clause 34

22 Public liability insurance

Minimum cover:

Refer to Preliminaries Clause 3.2.

GENERAL CONDITIONS OF CONTRACT

23 Workers compensation insurance

Minimum cover:

As required by law and Refer to Preliminaries Clause 3.2.

Insurer:

»

Policy number:

»

Period of cover:

Until issue of *Final Payment Schedule*.

24 Personal accident insurance

Minimum cover:

Death and permanent disability
\$400,000-00.

Temporary disablement: \$800-00 each week.

Insurance - Specific

Mentioned in clauses 34.1.3

25 Other Specific Insurance

Other specific insurance

Asbestos Liabilities Insurance
Refer Preliminaries Clause 3.2

Security

26 Undertaking

Amount

Mentioned in clause 35

\$100,000 for each Section

Site information

27 Site information

Mentioned in clause 36.5

Information contained in the documents listed in Contract Information items 27A and 27B does not form part of the Contract.

A - Documents not guaranteed for completeness

Documents not guaranteed for completeness are:

Not applicable.

B - Documents not guaranteed for accuracy, quality or completeness

Documents not guaranteed for accuracy, quality or completeness are:

Not applicable.

Innovation

28 Innovation

Mentioned in clause 38.8

Do the parties agree to share the savings in the cost to the Contractor of the Services resulting from changes accepted by the Principal? (Yes/No)

Yes

If "No", the Contractor keeps the direct saving in the cost to the Contractor of the Services, as provided in clause 38.4.

Percentage of saving to be allocated to the Principal is:

50%

Percentage of saving to be allocated to the Contractor is:

50%

Payment

29 Management Fee

Mentioned in clauses 46 and 64

The percentage applicable for calculating the amount of the Management Fee is:

N/A

30 Date for making payment claims

Mentioned in clause 48

Date in each Month for making payment claims:

28th

31 Time for issue of Payment Schedule

Mentioned in clause 49

The time for issue of Payment Schedule

10 business days

32 Time for making Payment

Mentioned in clause 49

The time for making Payment:

As provided for in clause 49

33 Interest on late payments

Mentioned in clause 51

Rate of interest per annum is:

Rate prescribed under the Supreme Court Act 1970 NSW on unpaid judgments.

Expert Determination

34 Time to refer *Issue* to *Expert Determination*

Mentioned in clause 55

Maximum number of days for either party to refer an *Issue* to *Expert Determination* is:

Within 28 days of becoming entitled to refer an *Issue* to *Expert Determination* under clause 55.2.

35 *Expert Determination* representative

Mentioned in 56

The name of the representative of the Principal for all of the purposes in clause 57, to whom all documents must be copied under Schedule 3 (*Expert Determination Procedure*) is:

Mr. R. Berrington,
Manager Contracts,
Policy Support Services.

Office address:
(for delivery by hand)

NSW Department of Commerce
Policy Support Services,
Level 11, McKell Building,
2-24 Rawson Place
Sydney, NSW, 2000.

Postal address:
(for delivery by registered post)

NSW Department of Commerce
Policy Support Services,
Level 11, McKell Building,
2-24 Rawson Place,
Sydney, NSW, 2000.

Attention: Mr. R. Berrington.

Facsimile number:

(02) 9372 8033

e-mail address:

ron.berrington@commerce.nsw.gov.au

36 Person to nominate *Expert*

Mentioned in clause 56

Person to nominate *Expert* is:

Chief Executive Officer,
Australian Commercial Disputes Centre,
Level 6,
50 Park Street,
Sydney, NSW, 2000

Telephone number:

(02) 9259 1000

Facsimile number:

(02) 9264 3125

37 Threshold amount for litigation

Mentioned in clause 56

Threshold amount for litigation following a determination is:

\$500,000.00

Schedules

Schedule 1	Deed of Contract Agreement
Schedule 2	Undertaking (on behalf of the Contractor)
Schedule 3	Expert Determination Procedure
Schedule 4	Statutory Declaration
Schedule 5	Cost Adjustment Formula

Schedule 1

Deed of Contract Agreement

This Deed is made the Day of ... between

The State Contracts Control Board ["the Principal"]

And

["the Contractor"]

The Contractor and the Principal agree that following Contract Documents constitute the agreement between them.

Contract Documents:

- 1
- 2
- 3
- 4

Signed sealed and delivered
for the Principal by (name and title):

.....

.....
Signature

Signed sealed and delivered for
Contractor by (name and title):

.....

.....
Signature

Schedule 2

Undertaking

On behalf of the Contractor

Name of Financial Institution: »

The Principal: ».....

The Contractor: »

ABN »

Security Amount \$ ».....

The Contract: The contract between the Principal and the Contractor

Contract Title: ».

Contract Number: »

Other words and phrases in this *Undertaking* have the meanings given in the General Conditions of Contract.

Undertaking

At the request of the Contractor and the Financial Institution, and in consideration of the Principal accepting this *Undertaking* from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.

The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the Contractor and despite any notice from the Contractor not to pay.

The Principal must not assign this *Undertaking* without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.

This *Undertaking* continues until one of the following occurs:

- 4.1.1.1 the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
- 4.1.1.2 this *Undertaking* is returned to the Financial Institution; or
- 4.1.1.3 the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.

At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this *Undertaking* (or a lesser sum specified by the Principal), and the liability of the Financial Institution will then immediately end.

Dated»..... at ».....

Execution by the Financial Institution:

Schedule 3

Expert Determination Procedure

1 Questions to be determined by the Expert

- .1 The *Expert* must determine for each *Issue* the following questions (to the extent that they are applicable to the *Issue*):
 - .1 Is there an event, act or omission which gives the claimant a right to compensation, or otherwise assists in resolving the *Issue* if no compensation is claimed:
 - (1) under the Contract
 - (2) for damages for breach of the Contract, or
 - (3) otherwise in law?
 - .2 If so:
 - (1) what is the event, act or omission?
 - (2) on what date did the event, act or omission occur?
 - (3) what is the legal right which gives rise to the liability to compensation or resolution otherwise of the *Issue*?
 - (4) is that right extinguished, barred or reduced by any provision of the Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
 - .3 In the light of the answers to clauses 1.1.1 and 1.1.2 of this Expert Determination Procedure:
 - (1) what compensation, if any, is payable from one party to the other and when did it become payable?
 - (2) applying the rate of interest specified in the Contract, what interest, if any, is payable when the *Expert* determines that compensation?
 - (3) if compensation is not claimed, what otherwise is the resolution of the *Issue*?
- .2 The *Expert* must determine for each *Issue* any other questions identified or required by the parties, having regard to the nature of the *Issue*.

2 Submissions

- .1 The procedure for submissions to the *Expert* is as follows:
 - .1 The party to the Contract which has referred the *Issue* to *Expert Determination* must make a submission in respect of the *Issue*, within 15 *Business Days* after the date of the letter of engagement of the *Expert* referred to in clause 75.2 of the General Conditions of Contract.
 - .2 The other party must respond within 15 *Business Days* after receiving a copy of that submission or such longer period as the other party may reasonably require, having regard to the nature and complexity of the *Issue* and the volume of the submission. If the parties do not agree on that longer period, the *Expert* will promptly determine any extra time permitted, following a submission on the point by a party desiring to make a submission, within the time specified by the *Expert*. The response to the submission in clause 2.1.1 may include cross-claims.
 - .3 The party referred to in clause 2.1.1 may reply to the response of the other party, but must do so within 10 *Business Days* or such longer period as that party may reasonably require (in the same terms as in clause 2.1.2) after receiving the response, and must not raise new matters
 - .4 The other party may comment on the reply, but must do so within 10 *Business Days* or such longer period as that party may reasonably require

(in the same terms as in clause 2.1.2) after receiving the reply, and must not raise new matters.

- .2 The *Expert* must ignore any submission, response, reply, or comment not made within the time given in clause 2.1 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- .3 The *Expert* may request further information from either party. The request must be in writing, with a time limit for the response. The *Expert* must send a copy of the request and the response to the other party, and give the other party a reasonable opportunity to comment on the response.
- .4 All submissions, responses, replies, requests and comments must be in writing. If a party to the Contract gives information to the *Expert*, it must at the same time give a copy to the other party. All documents to be copied to the Principal under this Expert Determination Procedure must be sent to the relevant person at the relevant postal or other address specified in *Contract Information* item 54. This address may be different to the address for the giving of notices to the Principal under clause 30.1.

3 Conference

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

4 Role of Expert

- .1 The *Expert*:
 - .1 acts as an *Expert* and not as an arbitrator;
 - .2 must make its determination on the basis of the submissions of the parties, including documents and witness statements, and the *Expert's* own expertise; and
 - .3 must issue a certificate in a form the *Expert* considers appropriate, stating the *Expert's* determination and giving reasons, within 16 weeks, or as otherwise agreed by the parties, after the date of the letter of engagement of the *Expert* referred to in clause 75.2 of the General Conditions of Contract.
- .2 If a certificate issued by the *Expert* contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the *Expert* must correct the certificate.

Schedule 4

Statutory Declaration

Oaths Act (NSW) Ninth Schedule

Definitions

The Principal is: The State Contracts Control Board of New South Wales.

The Contractor is: »
ACN/ABN »

The Contract: The contract between the Principal and the Contractor

Contract Title: »

Contract Number: »

Dated: » (Date of Contract) between the party identified as the Principal and the party identified as the Contractor.

1 Declaration

Full name: I, »
Address: of »
»

do hereby solemnly declare and affirm that:

- .1 I am the representative of the Contractor in the Office Bearer capacity of:
»

Insert position title of the Declarant.

- .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].

- .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.

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

- .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

GENERAL CONDITIONS OF CONTRACT

payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.

- .6 I am aware that the Industrial Relations Act 1996 requires any written statement provided by subcontractors must be retained for at least 6 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Workers Compensation Insurance of the Contractor's workers

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

Workers Compensation Insurance for workers of Subcontractors

- .8 The Contractor *is / is not** a principal contractor for work done in connection with the Contract, as defined in section 175B of the Workers Compensation Act 1987.

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

- .9 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 175B of the Workers Compensation Act 1987 in the capacity of principal contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each subcontractor in respect of that work done to the date of this statutory declaration have been paid, accompanied by a copy of any relevant certificate of currency in respect of that insurance.
- .10 I am aware that the Workers Compensation Act 1987 requires any written statement provided by subcontractors and any related certificate of currency must be retained for at least 7 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Employer under the Pay-roll Tax Act

- .11 The Contractor *is registered as / is not required to be registered** as an employer under the Pay-roll Tax Act 1971.

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

- .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.

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

- .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.

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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 "Subcontractor relationships", 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 sub-contracts with their subcontractors, consultants and suppliers comply with the requirements of clause "Subcontractor relationships" 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 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:

1. the words "principal contractor", "employee", "employees" and "relevant employees" have the meanings applicable under the relevant Acts;
2. the word "subcontractor" in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
3. otherwise the words "Contractor", "Subcontractor", "Supplier", "Consultant", "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:

GENERAL CONDITIONS OF CONTRACT

1. *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.*
2. *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.*

Schedule 5

Cost Adjustment Formula

Amounts in the Schedule of Rates will remain firm for the first Contract Year. For work carried out in each subsequent Contract Year, the amounts (in dollars) will be adjusted as follows.

- a) The Hourly Labour Rates [for Callout Work] will be adjusted by the following formula:

New amount = 10% of the amount in the Tendered Schedules of Rates, plus 90% of amount in Tendered Schedule of Rates multiplied by CLIN and divided by BLIN where:
BLIN is the Labour Index Number for the quarter preceding the closing date of tenders;
CLIN is the Labour Index Number for the quarter preceding the first day of the Contract Year for which amounts are being adjusted; and
The Labour Index Number is the index number in the Australian Bureau of Statistics Catalogue 6302.0 – Award Weekly Earnings, Australia Table 1: Average Weekly Earnings Trend, Males, Full Time Adult Ordinary Time Earnings.

- b) Amounts in the Schedule of Rates other than the Hourly Labour Rates will be adjusted by the following formula:

New amount =
10% of the amount in the Tendered Schedule of Rates, plus
35% of amount in Tendered Schedule of Rates multiplied by CLIN and divided by BLIN where CLIN and BLIN have the meanings in the preceding paragraph; plus
55% of the amount in the Tendered Schedule of Rates multiplied by CMIN and divided by BMIN where:
BMIN is the Materials Index Number for the quarter preceding the closing date of tenders;
CMIN is the Materials Index Number for the quarter preceding the first day of the Contract Year for which amounts are being adjusted; and
The Materials Index Number is the index number in the Australian Bureau of Statistics Catalogue 6427.0 – Producer Price Indexes Table 17: Materials used in House Building, Sydney (base 1989/90 = 100).

If an index is discontinued or the basis on which the index is calculated is altered, there shall be substituted the nearest index consistent with the intention of the clause.

In the Changeover Period, the rates applicable in the last Contract Year will apply.

Amounts other than amounts in the Tendered Schedule of Rates are not to be adjusted. Where the Contractor is entitled to be paid actual costs (eg. for materials or Variations) as distinct from a rate or lump sum in the Schedule of Rates, no adjustment will be made. Percentage multipliers in the Schedule of Rates will not be adjusted.

Where the Contractor should have performed work in a particular Contract Year and fails to do so, then notwithstanding any provision of this Schedule, the Contractor will not be entitled to be paid any more for that work or so much thereof as is carried out in another Contract Year than would have been payable had the work been carried out in the Contract Year in which it should have been carried out.

Attachment

Attachment 1

Start-up Workshop

Attachment 1

Start-up Workshop

The start-up workshop is held to encourage the parties and others concerned with the Contract and the Services to work co-operatively to achieve a successful project. This Attachment 1 is intended as a simple guide for the participants.

The workshop takes place within 28 days of the Date of Contract. The workshop should take half a day.

Participants

The workshop includes representatives of the Principal and Contractor together with others concerned with the Works. This might include representatives of authorities, customers, the local community, Subcontractors and Suppliers.

Program

Opening

The first speaker's tasks should be to focus the participants on goals and on issues such as teamwork, co-operation, achieving a successful project, and the major foreseeable challenges.

Discussions on co-operation

The parties aim to promote a culture of co-operation which participants in the workshop should understand and be committed to.

The workshop participants may break into small groups to discuss sections of the Contract dealing with co-operation, and how they apply to the Works.

Communication framework and directory

The workshop participants should reach consensus on a framework to allow participants to co-operate on all aspects of the project. Communication arrangements should be recorded and names and contact information exchanged.

Concerns and problems

The participants should identify concerns or possible future problems and jointly prepare an action plan for their resolution.

Opportunities for innovation

The parties aim to encourage innovation. Opportunities may be lost if they are recognised too late. Participants may identify, discuss opportunities and plan for pursuing innovation and present them to the workshop. These ideas may then be developed if feasible and appropriate.

Evaluation and monitoring process

This process is explained so that participants understand their roles at the regular monitoring meetings. The evaluation and monitoring forms are discussed, and altered if necessary to suit particular needs of the project and Contract. The participants decide when the regular monitoring meetings will occur, and who will attend.

Conclusion

Before the workshop concludes, all participants should have an opportunity to comment and provide feedback for possible improvements to future workshops and monitoring meetings.

END OF SECTION 1 – GENERAL CONDITIONS OF CONTRACT

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2 Preliminaries

THERE ARE 18 PAGES IN THIS SECTION

1 General

1.1 Meanings

Interpretation

- Unless the context otherwise requires, words in the singular must be interpreted to include the plural, and vice versa.
- any words or expressions which are defined in the General Conditions shall be given the same meaning unless the context otherwise requires.
- No legal interpretation applies to the disadvantage of any party on the basis that the party provided the Contract Documents, or any part of them.
- For maintenance services except where a term is defined in this Contract or the context otherwise requires, terms used have the meanings in SAA HB50-2004 Glossary of Building Terms.

The **Board** is the State Contracts Control Board.

A **Callout** is a request to the Contractor, in accordance with Section 8, to carry out repair work on a facility.

The **Callout Facility**, is the 10 hours per day between 7.00am to 5.00pm – Monday to Friday (excluding Public Holidays), service which under Section 5, the Contractor must maintain for the purpose of Callout Work.

Callout Work is the repair work which, by a Callout, the Contractor is requested to carry out. Refer to Section 5.

Data Assembly is the database (designated with the title 'Data Assembly') of information of South Western Sydney Institute of TAFE made available to the Contractor at the time of tendering.

DET means the Department of Education and Training which has the legislative obligation to deliver educational services in NSW through the schools and TAFE colleges.

DET Asset Management Directorate (AMD) is the section of the DET Corporate Services area charged with the management and coordination of the Government's physical assets that support the provision of education and training in NSW.

Facility Maintenance Standards define the minimum Performance Standard for every Assembly - refer Section 4, clause 4.2.1.

An **essential urgent repair (EUR)** is Callout Work that, in the Callout, has been designated an Essential Urgent Repair as defined in Section 5, clause 5.1.

Facility/Site is the premises where the Services are to be performed. Each facility has the name designated in the Data Assembly (Refer to Section 3, Clause 3.1.1). A facility may comprise one or more sites. A facility includes all land and structures within the boundaries of the facility and also all things attached to the land, fences, retaining walls, bridges, rights of way, easements, and encroachments, even if any of these extend beyond the boundaries.

Facility Manager – Each facility will have a Facility Manager. Typically is the local manager of the nominated facility. The facility manager for a college is the College Manager. The title and contact details of the Facility Manager for each Facility will be provided by the Customer (whose Facility it is) to the Contractor from time to time.

General Maintenance is defined in Section 4

Maintenance and Management System is as defined in Section 4, Clause 4.6.

Normal Hours in relation to Maintenance Services are defined as between 7.00am to 5.00pm – Monday to Friday, excluding Public Holidays.

Preventive and Statutory Maintenance is maintenance work listed under the heading Preventive and Statutory Maintenance as described in Section 4, clause 4.7.

A **Progress Claim** for Maintenance Work is a payment claim within the meaning of section 13 of the Building and Construction Industry Security of Payment Act 1999 NSW.

Reactive Maintenance is defined in Section 3, Clause 3.3 (b) and Section 4, Clause 4.4.3.

Reactive Maintenance Response Time is as defined in the Facility Maintenance Standards.

Maximum **Response Times** for urgent callouts are defined in Section 5, clause 5.1.

Urgent Callout Fee is the fee so described in the Schedule of Rates.

1.2 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.

2 Documents

2.1 Work as executed drawings

Progressively produce work as executed drawings. Submit work as executed drawings showing work which has been completed within 28 days of completion of that work. Submit the drawings on standard size sheets using minimum 110 gm/m² tracing paper or equivalent plastic based material plus as CAD files in either Microstation, Autocad or dxf format. Endorse each drawing certifying accuracy and correctness.

2.2 Restricted documents

All documents marked "Restricted", and any other documents the Principal notifies as "Restricted" are classified maximum security documents. No copies are to be made or retained by the Contractor, subcontractors, suppliers, agents or anyone else other than for the Contract.

All originals and copies of restricted classification documents are to be returned to the Principal on Completion.

2.3 Information supplied by the Principal

Asset Details

The information made available by the Principal does not necessarily detail all assets and facilities.

The Principal is not responsible for any interpretation, deductions or conclusions made by the Contractor from the information made available and the Contractor

shall accept full responsibility for any such interpretations, deductions or conclusions.

Errors and Omissions

The following documents supplied by the Principal to the Contractor before the Date of Contract could include errors or omissions or could be misleading.

Notwithstanding that the Principal may have been negligent, or would but for this clause be vicariously liable for the negligence of others, in preparing or supplying the information, the Contractor will have no claim in contract, tort, restitution or equity or under any statute or otherwise against the Principal arising from the errors or omissions or the fact that the Contractor might have been misled:

- Data Assembly for South Western Sydney Institute (Appendix A)
- Site layout plans of all colleges (Attachment 3D - Depict)
- The draft Asset and Equipment Register (Appendix B)
- All SWSI Maintenance Schedules (Appendix D)
- SWSI Callouts 2003/04 (Appendix E)
- All contract records, in electronic and hardcopy format
- All contract documents

Indemnity

If the Contractor supplied to anyone else, including a subcontractor any information supplied by the Principal, the Contractor must indemnify the Principal against any claim by that person arising out of errors or omissions or the misleading nature of the advice.

3 Contracting

3.1 Application of Schedule of Rates

3.1.1 GENERAL

The Principal will pay the Contractor the rates in Section 3 of the Schedule of Rates. All rates will be subject to Cost Adjustment (Rise and Fall) (The details of the cost adjustment for this contract are included Schedule 5 to the General conditions of Contract).

The Contractor acknowledges that:

- (a) the Principal:
 - I. are funded out of consolidated revenue;
 - II. have their budgets and funding set on an annual basis; and
 - III. have obligations to report to their relevant Ministers on the financial aspects of their operations, including on the work performed by the Contractor under this contract;
- (b) the lodgement of a Progress Claim or an invoice more two months following the month of in which an item of work is completed impacts on the Principal's, ability to comply with their respective obligations set out in paragraph (a) above;

If, in the first Month in which the Contractor is entitled to claim an amount, the Contractor fails to claim the amount, the Contractor can claim it in the payment claim made in the next Month or the Month after that. But thereafter, if the amount has not been included in a payment claim made in one of those Months, the Contractor will have no entitlement to the amount.

If the contract is extended beyond the first three years, the Rates tendered for all items in the Schedule of Rates Section 3A, 3B, 3C, 3D and 3E will also apply.

Unless otherwise indicated, all Clause numbers in Clause 3.1 refer to the main Sections 3 to 8 of the Contract document.

3.1.2 ALL WORK AND OBLIGATIONS NOT INCLUDED ELSEWHERE

The amount per month tendered for Section 3A items 3A1.1, 3A2.1, 3A3.1 or 3A4.1 of the Schedule of Rates is for all work and obligations (whether performed in a Contract Year or before or after) for which payment is not provided by another item in the Schedule of Rates. It is also payable for works carried out in the Establishment Period. The following are just some of the obligations not provided for in another item. There are many more.

- Development and implementation of a Maintenance Management & Control System as specified in clauses 3.3.a) & 4.6.
- Provision of a program for each facility as required by Clause 3.3(c).
- Liaison with and co-operation with other contractors that may be working at the facility as required by clauses 3.5.2.
- Completion of the Site Visit log as required by clause 3.1.4.
- Provision and updating of a service maintenance and repairs register, service reports hazardous substances register and the Services Diagrams in the service manual provided by the Contractor at each facility as required by clauses 3.5.4 and 4.7.5.
- Attendance at all meetings and the provision of reports and program updates as required by clauses 3.3, 3.5.4 and 3.5.7.
- Provision of a single point of contact for all facilities. This is to be available 10 hours per day, between 7.00am to 5.00pm, -Monday to Friday (excluding Public Holidays) as specified in Clause 3.5.6 and 5.1 refer.
- Provision of safe access to all elements/assemblies as required by the contractor and stated in 3.5.10.
- Insurance Premiums - refer Preliminaries Clause 3.2.
- Client Service Surveys - all works under Section 6.
- All other requirements under Preliminaries Clauses - refer Preliminaries Clauses.

The Schedule of Rates for all Building Services must comply with the requirements of this clause.

Payment

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A1.1.1 only if one section of the Building Services Maintenance is awarded; or

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A2.1.1 only if two sections of the Building Services Maintenance is awarded; or

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A3.1.1 only if three sections of the Building Services Maintenance is awarded; or

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A4.1.1 only if four sections of the Building Services Maintenance is awarded; or

At the end of the first month of the Establishment period and at the end of each month thereafter until the end of the last Contract year the Contractor can include in progress claims an instalment equal to the applicable rate of the number of sections of Building Services have been awarded.

3.1.3 CALLOUT FACILITY ALLOWANCE

The monthly fee in Section 3A item 3A1.2, 3A2.2, 3A3.2 and 3A4.2 of the Schedule of Rates is for providing and maintaining the Callout Facility to service the requirements of Section 5.

Payment

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A1.2.1 only if a callout facility is provided and maintained for one section of the Building Services; or

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A2.2.1 only if a callout facility is provided and maintained for two sections of the Building Services; or

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A3.2.1 only if a callout facility is provided and maintained for three sections of the Building Services; or

For each whole month in either the Establishment period or a Contract Year the Contractor is entitled to payment at the rate in item 3A4.2.1 only if a callout facility is provided and maintained for four sections of the Building Services; or

Provided that the Contractor has maintained the Callout Facility for a whole month, then at the end of the month, the Contractor can include in a progress claim the monthly fee equal to the applicable rate of the number of sections of Building Services have been provided and maintained. The fee will be payable for all whole months in the Establishment Period and Contract Years.

3.1.4 PREVENTIVE AND STATUTORY MAINTENANCE

The lump sum amounts tendered in Schedule of Rates Section 3B items 3B1.1 to 3B1.10, Section 3C items 3C1.1 to 3C1.10, Section 3D items 3D1.1 to 3D1.10, Section 3E items 3E.1 to 3E.1.10 for preventive and statutory maintenance of the respective section of building services at each facility include, but are not limited to:

- The provision of a preventive and statutory maintenance service as specified in Section 4.
- The provision of certifications in writing that all statutory requirements are being met for the specified items in Clause 4.7.2 with any claim for payment.
- The provision of all service reports and documents to verify that these works have been satisfactorily completed as required by Appendix C and Clause 4.7.2 with any claim for payment.
- All actions required to co-ordinate these works at each facility as specified in Clause 4.6.3.
- The provision of reactive maintenance as specified in clauses 4.3.3(c), 4.4 and 4.7 including replacements.
- Establish, maintain and regularly update the Building Equipment and Asset Register(s) as required by clause 3.1.3.

Increased Contractor's Replacement Responsibility

The percentage tendered in [items 3B3.1, 3C3.1, 3D3.1 and 3E3.1 of the Schedule of Rates], if the Option for increasing the Contractor's Replacement Risk by 20% is taken up by the Principal, will be applied to items 3B1.1 to 3B1.10, 3C1.1 to 3C1.10, 3D1.1 to 3D1.10 and 3E1.1 to 3E1.10 of the Schedule of Rates.

The percentage tendered in [items 3B3.2, 3C3.2, 3D3.2 and 3E3.2 of the Schedule of Rates], if the Option for increasing the Contractor's Replacement Risk by 10% is taken up by the Principal, will be applied to items 3B1.1 to 3B1.10, 3C1.1 to 3C1.10, 3D1.1 to 3D1.10 and 3E1.1 to 3E1.10 of the Schedule of Rates.

The Schedule of Rates for all Options must comply with the requirements of this Clause.

Payment

The Contractor can include in progress claims a portion of the amounts for preventive and statutory maintenance that reflects the portion of the preventive and statutory maintenance work for each section of the building services (required to be carried out in a Contract Year) that has been carried out in that Contract Year. As an example if the item requires two inspections/services per year then the Contractor can claim half that item when that portion of the work is completed in full.

The Contractor must provide all documentation and substantiate the works have been carried out completed when making any claim. If this is not provided then no payment will be due for these items.

If any preventive and statutory maintenance work required to be carried out in a Contract Year is not carried out in that Contract Year, the Contractor will not be entitled to any payment due for that work in the previous Contract Year even though the work is carried out in a subsequent year.

3.1.5 CALLOUT WORK

3.1.5.1 General

Section 5 deals with Callouts and Items 3A1.2, 3A2.2, 3A3.2 and 3A4.2 of the Schedule of Rates provides a monthly fee for maintaining the Callout Facility. In addition, for a Callout which is designated 'Urgent', the Contractor may be entitled to an urgent callout fee under items 3B2.1 or 3C2.1 or 3D2.1 or 3E2.1 (if applicable).

All invoices and/or progress claims must be submitted within the time specified to the Principal. Refer to Preliminaries Clause 3.1.1

3.1.5.2 Urgent Callout Fee

The urgent callout fee in 3B2.1 or 3C2.1 or 3D2.1 or 3E2.1 (if applicable) of the Schedule of Rates is not applicable unless the callout has been designated 'Urgent' by the Authorised Person.

If and only if, in response to a Callout designated as 'Urgent' and the Contractor attends within the nominated response time [see Clause 5.1] at the site where the callout work is to be carried out and proceeds to there and then carry out the repair or make safe and secure at the first visit, the Contractor will be entitled to the urgent callout fee. Only one urgent callout fee is payable for any one callout and it is not payable for subsequent visits to complete the repair.

If the Contractor receives an 'Urgent' callout from a facility for work that involves repairs and/or replacement of items specified in Clause 4.7 and/or a sub-assembly/component of elements that is designated as 100% Contractor's Risk the work must be completed at no cost to that Principal. The Contractor may include the urgent callout fee in the claim/invoice for the callout work following the completion of the work.

3.1.5.3 Callout Rates for Labour

The Hourly Labour Rates [items 3B2.2.1 to 3B2.2.6, 3C2.2.1 to 3C2.2.3, 3D2.2.1 to 3D2.2.6 and 3E2.2.1 to 3E2.2.5 of the Schedule of Rates], if applicable, will be used to determine the Contractor's entitlement for the labour component when, in response to a Callout the Contractor carries out an essential urgent repair.

In determining the limit of the Contractor's total entitlement, amounts for labour (at the rates in the Schedule of Rates), the urgent callout fee, if applicable, the cost of materials, the hire of plant and equipment, and the percentages payable thereon [items 3B2.3.1 to 3B2.3.2, 3C2.3.1 to 3C2.3.2, 3D2.3.1 to 3D2.3.2 and 3E2.3.1 to 3E2.3.2 the Schedule of Rates], if applicable, will be taken into account.

In calculating the times for which the rates are to be paid, only time spent at the facility carrying out the repairs will be included. Travelling time will be ignored. For carrying out a repair in response to a callout, a minimum of one hour per worker necessarily attending will be payable. Thereafter time will be measured (and paid for) in increments of 30 minutes. For this calculation, a period of less than 15 minutes will be ignored and a period of 15 minutes or more will be counted as 30 minutes. Except where for reasons of safety, security or OHS or the nature of the work necessitates more than one person to attend site, payment will only be made for one person. No payment will be made for supervisors or managers.

The rates tendered are deemed to include provision of the normal "Tools of the Trade" which every tradesman would be expected to carry with them in their vehicle to each site including powered hand tools.

The rates tendered are deemed to include minor clean up required that can be carried out by hand. The cost of any clean up that requires additional resources, i.e. labour, hired plant/ equipment, and/or materials is not considered to be

included in these rates. The Authorised Person has the right to review all costs claimed for such works and only pay reasonable costs associated with the cleaning up and removal.

Time off site for the purchase of materials or for arranging or collecting plant or equipment will not form part of the work duration for the purposes of payment.

Payment

The Contractor must include the claim for the callout work following the completion of the work.

3.1.5.4 Materials and Plant Hire

The percentage tendered in [items 3B2.3.1, 3C2.3.1, 3D2.3.1 and 3E2.3.1 the Schedule of Rates], if applicable, will be applied to the actual trade amounts reasonably paid by the Contractor, excluding any subcontractor mark-up, for materials used by the Contractor to carry out Callout Work.

If the Contractor hires plant or equipment for the purpose of carrying out callout work, the percentage tendered in [items 3B2.3.2, 3C2.3.2, 3D2.3.2 and 3E2.3.2 of the Schedule of Rates], if applicable, will be applied to the actual trade amounts reasonably paid by the Contractor for the hire.

The Contractor must supply all materials necessary to complete Callout Work and normal materials for the trade must be kept readily available. Where the Contractor/subcontractor purchases materials in bulk, payment will only be made for materials used on the particular work. If the Contractor is entitled to a trade or prompt payment discount, the cost will be taken to be the cost after the discount is deducted.

The Contractor must provide all plant and equipment necessary to complete the callout work. The trade cost of externally hired plant and equipment required will be based on invoiced costs or reasonable costs, whichever is the less. If the Contractor is entitled to a trade or prompt payment discount, the cost will be taken to be the cost after the discount is deducted.

Payment will not be made for plant time wasted or resulting from plant being kept on site for an unreasonable time or for excessive wastage of materials.

Payment will not be made for the provision of temporary services equipment ie Generators unless it can be demonstrated to the satisfaction of the Principal that the existing services at the facility could not be utilised. The Contractor must seek approval from the Principal to use temporary services equipment before commencing work.

For the purposes of payment, plant and equipment is deemed to exclude normal "tools of the trade" and powered hand tools, which every tradesman would be expected to carry with them in their vehicle to all work sites. This exclusion includes equipment owned and used by tradesmen in their particular trades.

Payment

The Contractor must include the claim for the callout work following the completion of the work.

3.2 Insurance

Works Policy of Insurance

The Contractor is not required to have a Works policy of insurance. The Contractor is responsible for and, if it wishes, may effect insurance covering all loss, damage or destruction to plant, equipment and property used with the Services and owned or hired by the Contractor or for which the Contractor is responsible.

Public Liability Insurance

The Contractor must effect workers compensation and public liability insurance [for a minimum of \$20,000,000 for any one occurrence] and if any work for or in connection with the Contract includes asbestos contamination, the Contractor must effect an asbestos liability insurance to cover risks with asbestos decontamination works [for a minimum of 10 Million any one loss and \$20 million in the aggregate] as required by Clause 34 of General Conditions of Contract. Professional indemnity insurance is not required.

4 Administration

4.1 Quality management requirements

ELEMENTS

The Contractor must have a management system certified to AS/NZS ISO 9001:2000

Quality Plan

Within 8 weeks of the Date of Contract submit a controlled copy of the completed Quality Plan prepared for the Contract. Include a description of the Contractor's management structure for control of the work (including details of responsibilities and authorities) and provide an index of the Contractor's quality procedures and proposed Inspection and Test Plans (with associated checklists).

This Quality Plan must be updated continually during the course of the contract.

Inspection and Test Plans

Plan, document and implement the inspection and test activities for all phases of the work.

Submit Inspection and Test Plans and associated checklists and other relevant quality documents not less than 21 days before the affected part of the work commences. Update the plans during the course of the Contract.

Records

Retain all product and service conformance records as objective evidence of conformance with the contract requirements. Include all subcontractors' and suppliers' records and certificates. Maintain a register of all records.

Retain all product and service conformance records for a period of not less than 5 years from Completion.

Payment Claims for maintenance services

Submit copies of product conformance records for maintenance services as specified, including:

Product/Service Conformance Records	Records Required
Verified and completed Inspection & Test Plans and associated Checklists	With each Payment Claim or when the work is completed so that the Principal may arrange to inspect the work
All other records required to be submitted under the contract.	As per the document requirements

Prepare payment claims based only on work that has been verified and has associated records duly completed by the Contractor.

Failure to Comply

If the Contractor fails to comply with the requirements of this clause the Principal may implement such inspections and tests that the Principal determines are required and the cost incurred by the Principal is a debt due from the Contractor.

4.2 Industrial Relations management

Verification of Compliance with Industrial Relations Obligations

Submit before beginning works on the Site, a statement on the Contractor's letterhead, signed by an authorised person, attesting to the Contractor's compliance, in the preceding twelve months, with all employment and legal obligations including, but not limited to:

- payment of remuneration to employees
- annual leave
- Long Service Leave Payment Scheme registration

- workers' compensation insurance, including self- insurance arrangements
- superannuation fund membership and contributions
- over-award payments such as redundancy fund contributions

If the Contractor engages an independent industry or employer association or other specialist organisation to provide an auditing service to verify compliance with employment and legal obligations, a statement or declaration from that organisation may be submitted instead of the statement by the Contractor.

Project IR Management Details

Submit, before beginning work on the Site, a statement detailing:

- the location of time and wage records and other documents that are required to be kept to verify ongoing compliance with all employment and legal obligations; and
- the names of Federal or NSW awards that are likely to cover subcontractors and other contractors on the project.
- the names of those responsible for coordinating industrial relations on the project;
- an outline of:
 - the Contractor's consultation and communication mechanisms with workers, unions, and employer or industry associations
 - the measures to be implemented to coordinate the interface on the project with subcontractors, unions and other contractors
 - the measures for assessing subcontractor's ability to comply with industrial relations and employment obligations
 - the measures to monitor and verify subcontractors' ongoing compliance

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.

4.3 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 obtain completed and signed Prohibited Employment Declarations and consent to Screening Forms from all employees and/or subcontractors. The Contractor must also sight the originals of identity documents. All forms are to be retained by the Contractor.

A listing of employees/subcontractors to be screened is to be forwarded to the Employment Screening Unit (ESU) to the Department of Education and Training with a Working with Children Check request form signed by the Contractor. The address of the Employment Screening Unit is:

Mail: Department of Education and Training
Attention: Manager, Employment Screening Unit
Locked Bag 3018
BLACKTOWN NSW 2148

Fax: (02) 9836 9222

The result will be advised to the Contractor for its records and/or action.

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 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 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 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 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 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 facility.
- Contractor Employees must wear or carry an identity card at all times when on the site or sites.

4.4 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.

5 Site

5.1 Site access and limitations

- The Contractor is responsible for providing and maintaining access to the work area and must liaise with the Facility Manager of each Facility regarding suitable access routes, vehicle access and parking, times to minimise disruption to the operation of the Facility and any other limitations which may be applicable and must so far as practicable use existing roads and tracks. In accessing a

Facility the Contractor must comply with a Customer's policies and procedures as to use of a Customer's Facility.

- Repair any damage caused by, or as result of, gaining access to the facility or carrying out Services.
- If access is obtained from adjacent properties obtain the written permission of the owner. No access and parking is allowed in the grounds of the Facility unless special permission is given by the Facility Manager.
- Install temporary barricades, fences, gates, signs, temporary access bridges, lighting, etc necessary for the safety of, staff, children, residents or other users.
- The Contractor and/or representatives must always register attendance in the Log Book kept at each facility and complete all details required.
- The Contractor and/or representatives must always examine the Hazardous Substances Register prior to carrying out any works at each facility and be aware of the locations of such materials.
- The Contractor and/or Contractor Employees must always consult the Maintenance Service Manual (Section 3, clauses 3.5.4 refers) prior to carrying out any services at each facility and comply with its request

5.2 Occupied premises

Occupancy by Principal

The Principal or persons authorised by the Principal will continue in possession and occupancy of all sites/facilities:

Principal's Access

Provide safe access to such premises for the Principal and such authorised persons as must be notified to the Contractor by the Principal.

Contractor's Responsibility

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

Specific requirements

General Access

All facilities are occupied and they must be able to continue to operate with the minimum of disruption. Plan and execute the service to minimise the duration and extent of such disruption through close liaison with the Facility Manager.

After Hours Access

Liaise with the Facility manager to avoid disruption of after hours activities at the facility. Such activities may be regular eg. evening classes, or irregular eg socials, office meetings.

Examinations

Liaise with the TAFE Facility Manager and ensure that services being carried on a site does not in any way disrupt or distract students sitting for examinations.

Required to Report Arrival at the Facility Site

All Contractor's and Subcontractor's Staff attending a facility must report their presence to the Facility Manager immediately on arrival at any facility.

Photo Identification Cards

Provide all Contractor's and Subcontractor's Employees attending all facilities with photo identification cards and authorisation to carry out work on the Contractor's behalf.

This must take the form of an Identification Card including the person's photograph worn or carried by the Employee. Employee must present this card on request.

Ensure all Identification Cards issued are registered and monitored and that cards for persons no longer authorised are returned immediately. Submit an updated copy of the register to the Principal every three months or as required by the Principal.

Access to Sensitive Areas

Special care must be taken when accessing or carrying out work in change rooms, bathrooms, sick bays, toilets, showers, etc. Generally work in such areas shall be undertaken outside normal facility hours except where alternative facilities are available and with the written approval of the Facility Manager. Erect appropriate signs directing users elsewhere if work is undertaken during normal facility hours.

Fraternisation with Students

Fraternisation with students by workers and subcontractors is strictly prohibited. Refer also to Preliminaries Clause - Protection of Children and other Vulnerable People.

5.3 Existing services

Locating of Existing Services – Dial Before You Dig

The Contractor is responsible for locating services.

Where an existing service (such as drains, watercourses, public utility and other services) is damaged by the Contractor for any reason whatsoever, the Contractor will bear all costs for repairing or disconnecting the service.

5.4 Occupational health and safety management

Appointment as principal contractor

The Contractor, having responsibility for the construction work at all times until the work is completed under the Contract, is appointed principal contractor and controller of the premises for the construction work under Clause 210 of the *Occupational Health and Safety Regulation 2001 (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 *Occupational Health and Safety Act 2000* and Chapter 8 of the *OHS Regulation 2001*.

Site Specific OHS Management Plan

As part of the contract OHS Management Plan implementation, ensure for each facility that the contractor or subcontractor documents, implements and maintains an appropriate Site-specific Safety Management Plan. For the maintenance services these plans must be compatible and coordinated with contract OHS Management Plan and comply with the "OHS Management Systems Guidelines".

When the Contractor's OHS Management plan includes a Site-specific Safety Management Plan for the facility which fully identifies and assesses the OHS hazards/risks associated with the services of a subcontractor, and provides complete and commonly applicable provisions for statements of responsibilities, OHS induction and training, incident management, risk/hazard identification/assessment and control, consultation, Safe Work Method Statements and Site Safety Rules (as applicable) the subcontractor may adopt the Contractor's Plan. The Contractor is required to submit only Safe Working Method Statements for the work activities assessed as having health and safety risks or as requested by the Principal or Customer.

Guidance on Preparation of Management Plans and Safe Work Method Statements

Guidance on OHS management plans and Safe Work Method Statements for maintenance services, extracted from the "OHS Management Systems Guidelines" is contained in NSW Government publication: "How to prepare Site-specific Safety Management Plans and Safe Work Method Statements", which is available from WorkCover NSW or from the internet web site at:

www.workcover.nsw.gov.au

As part of the Plan implementation for all services, inspect the work sites and identify hazards arising from the sites. Assess the risk of harm to health and safety of any person arising from any hazard identified, and eliminate or control all such risks to health and safety.

In reviewing and assessing risks, take into account, but do not only rely on, any hazard identification or risk assessment or risk management information provided by the Principal. Do not rely on any omissions from this information or any mention of a hazard as evidence of the absence of any hazard.

The Safe Work Method Statements must cover all health and safety risks, be regularly reviewed and amended when conditions change. They must as a minimum where applicable be submitted for, cover and be certified as covering the control of risks with, all work involving the use of electrical equipment; scaffolding and temporary supports; manual handling materials and equipment; work at heights, particularly over 3 metres; confined spaces; hazardous substances; and work near public places.

Site Safety Rules for maintenance services

Site safety rules must, as a minimum, effectively identify and implement the provisions shown below. Site safety rules must make it a condition of entry to the applicable facility that all Contractor Employees and visitors comply with the provisions:

- **OHS Induction.** All persons working must complete OHS Induction prior to commencing service at the facility.
- **Site Induction.** All persons working at the facility must attend a Site Induction prior to commencing work. Visitors may enter a facility if accompanied by a person who has attended a Site Induction.
- **Safe Work Method Statements.** Before service starts Safe Work Method Statements must be prepared and used for all work activities assessed as having health and safety risks. They must be revised when conditions change.
- **Manual Handling.** Manual handling risk assessments must be carried out for all work activities assessed. They must be revised when equipment changes.
- **Alcohol and Drugs.** The consumption of alcohol and illegal drugs site is prohibited.
- **Accidents and Incidents.** Accidents and injuries must be reported immediately to the Contractor's Supervisor.
- **First Aid.** All persons requiring first aid treatment must contact the first aid officer who will administer the treatment and record the injury in the WorkCover Register of Injuries, including; the person's name and the nature of the injury.
- **Fire Prevention.** Fire prevention must be employed by all persons on the work site.
- **Electrical Equipment.** In-service safety inspection and testing of electrical equipment must comply with AS/NZ 3610 –2001.
- **Housekeeping.** Work areas must be kept clean and tidy, with rubbish and other safety hazards, cleaned up promptly.
- **Leads and Power Tools.** Every owner must ensure all leads and power tools are inspected and tagged by a licensed electrician prior to their use and thereafter at yearly intervals. All details of their inspection must be recorded in a site log book. Details on the tags and in the log book must include the licence number of the electrician, date of the inspection and the owners plant number of the item inspected. The maximum length of any power lead must not exceed 30 metres.
- **Mobile Plant.** Every owner of plant must ensure that the plant is registered with WorkCover when required and operators are appropriately qualified. Mobile plant must be fitted with working hazard lights/reversing lights and beepers.
- **Hazardous Substances.** Chemicals and other hazardous substances must be used and stored in compliance with Material Safety Data Sheets (MSDS) and details must be recorded on the Register of Hazardous Substances.
- **Working at Height.** Working at heights above 2 metres must be in accordance with WorkCover requirements, including OHS Regulation 2001, clause 233, regarding formwork certification.

- **Toolbox Talks.** There must be regular discussions between and consultation with those working at the facility on site health and safety matters.

These site safety rules will also apply to the provision of cleaning services at a facility.

Accident and Incident Management

Before commencing any work at a facility, nominate to the Principal the persons who will be responsible for investigating accidents and incidents and initiating corrective actions outside normal working hours. Nominate procedures for contacting them. Notify promptly any changes to such nominations and procedures.

Serious Incident Reports

Immediately notify WorkCover and the Principal of any serious incident. Then formally notify WorkCover in accordance with the NSW OHS Regulation 2001 (Part 12.1), using the prescribed form, and immediately supply an additional copy to the Principal. If requested, supply a written report to the Principal in the form directed.

Prohibition and Improvement Notices (PIN's) and On-The-Spot Fines

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

Work Site Checklist

Supply to the Principal at each three-monthly contract meeting a completed copy of a "Site Safety Checklist" covering all work involving health and safety risks, and reviewing the reasonable health and safety precautions taken (Refer to attachment 6D - Site Safety Checklist). Rectify all non-conformance indicated by the completed Checklists and prevent recurrences.

Failure to Comply

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

5.5 Hazardous substances

Definition

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

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

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

Response to Unexpected Discovery

If any hazardous substance not specified in work under the Contract is discovered on the Site the Contractor must suspend all work which may result in exposure to such hazardous substance and notify the Principal 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 Contractor's estimate of the cost of the measures necessary to deal with the substance; and
- other details reasonably required by the Principal.

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 may suspend the whole or any part of the Works until the hazardous substances are isolated or removed. Should such suspension occur, the provisions of General Conditions of Contract clause - **Principal's Suspension** must apply.

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. Normal hours of occupation are generally 7AM to 5PM:

5.6 Asbestos decontamination

Requirement

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

5.7 Temporary services provided by the Principal

The Principal will provide no temporary services to the Contractor. The Contractor may use, free of charge, water and electricity from existing outlets within the facility, subject to the use of those services not disrupting the operation of the facility in any way, not causing any associated problems such as overloading and not being abused or misused. Generally, only single-phase power is available.

The Contractor must liaise with the Facility Manager at the start of Contract to ensure that no disruption occurs and to ensure that access to services does not adversely impact on other aspects of the facility such as security, irrigation systems and mechanical plant.

6 Environmental protection

6.1 Environmental management system

Incidence 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 environmental management obligations under the Contract, then notwithstanding any other provisions of the Contract, no payment is due to the Contractor until the 7th day after the required action has been carried out.

6.2 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 *WRAPP and Waste Disposal Report*. The Department of Commerce document PWF-2201 *WRAPP and Waste Disposal Report* is available at:

<http://www.dpws.nsw.gov.au/sps/doc/pwf2201.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.

6.3 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.

7 Materials and workmanship

7.1 Standards

Requirement

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.

7.2 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, as a condition of payment. All materials resulting from maintenance, replacement or cleaning are the property of the Contractor, unless directed otherwise.

Dispose of all refuse off site. Do not use refuse containers on Site..

7.3 Testing

Independent Testing Authority

Any testing required to be by an independent authority shall be carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

7.4 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 includes a contrary provision, the approval is 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.

Guarantees

Ensure that TAFE will have the benefit of, all warranties and guarantees for all items provided under this Contract for which a guarantee would be reasonably expected.

END OF SECTION – PRELIMINARIES

3. GENERAL SECTION

3.1. SCOPE OF WORK

3.1.1 COLLEGES INCLUDED IN THE CONTRACT

The following NSW TAFE, South Western Sydney Institute (SWSI) Facility (facilities) are included in this Contract:

- Bankstown
- Campbelltown
- Chullora (Bankstown)
- Granville
- Lidcombe
- Liverpool
- Macquarie Fields
- Miller
- Padstow
- Wetherill Park

The Data Assembly (Appendix A) is a database of selected details for the facilities included in this contract. This is provided to the Contractor in electronic form only. The Data Assembly includes general information relating to number of buildings and rooms, areas, and contact details for each Facility. Some of this data will change during the period of the contract e.g. name of the Facility Manager, Maintenance Officer and AMU Manager.

All assets are currently being maintained by others. A schedule of current contractors and last service date (to June 2006) is provided (Appendix A SWSI Data Assembly). This information is in accordance with Preliminaries Clause 2.3 and updates will not be provided.

Site Layout Plans of all colleges are available for viewing on DEpicT. For access instructions see Attachment 3D.

TAFE South West Sydney Institute current Maintenance Schedules or activities have been provided in Appendix D. This information is in accordance with Preliminaries clause 2.3

A register of SWSI TAFE Callouts for 2003/04 including costs has been provided in Appendix E. This information is in accordance with Preliminaries clause 2.3.

Refer to PRELIMINARIES CLAUSE – INFORMATION SUPPLIED BY THE PRINCIPAL.

3.1.2 BUILDING SERVICES TYPE

The contract includes the following type of building services maintenance:

1. BUILDING SERVICES GENERAL –

- Roofs, gutters and stormwater
- Roof anchor points
- Gas heaters
- Gas manifold systems
- Electrical devices (include switchboards, EDB's, RCD earth leakage devices and emergency stop buttons)
- Thermostatic Mixing Valves & Backflow prevention devices
- Spray-painting booths (incl Automotive)

- Emergency evacuation & exit lights
- Fume cupboards
- Oil Separators
- Kitchen & cafeteria equipment (only teaching spaces. These are located at Campbelltown, Padstow, Wetherill Park and Granville (butchery)).
- Automatic doors and roller shutters

2. LIFTS, HOISTS AND CRANES –

- Lifts
- Hoists (include vehicle hoist)
- Cranes

3. MECHANICAL SERVICES –

- Heating, Ventilation and Air Conditioning, reticulation and associated building environmental control systems including controls & switchboards and:
 - Split-ducted AC systems > 15Kw
 - Cooling tower water treatment
 - Gas ducted furnaces
 - Air compressors
 - Boilers
 - Pumps and
 - Greenhouse Controls at Padstow
- Pressure Vessels
- Exhaust systems (include dust extraction units, smog hogs, rupes arms, kitchen and vehicle exhaust)
- Cool rooms and freezers

4. FIRE FIGHTING AND DETECTION SYSTEMS –

- Fire hydrant systems
- Automatic fire sprinkler systems (wet pipe)
- Automatic fire detection systems (including EWIS)
- Gas fire suppression systems
- Fire doors

3.1.3 BUILDING SERVICES AND EQUIPMENT ASSET REGISTER

The draft Equipment Asset register included in Appendix B of the Tender document has been checked, reviewed and corrected by the Contractor during the Tender Period. The Contractor acknowledges that it takes full responsibility of the final Register as checked and corrected by the Contractor during the preparation of its tenders. The Contractor acknowledges further that it has not relied upon the draft Register provided by the Principal to the Contractor during the Tender period.

The Contractor will maintain and update this Register in the specific excel spreadsheet format as per Appendix B, even if blank when issued, that includes, but not be limited to, the following information:

SECTION 3: GENERAL

Local ID	Property ID
Equipment ID	Property Name
Building ID	Equipment Type
Room ID	Floor
Function	Element
Location /Area Served:	Make:
Capacity:	Model
Date Installed:	Serial No:
Estimated Remaining Life	Replacement Year
Replacement cost	Quantity

The Contractor is required to provide to the Principal, annually, the first one being 6 months after contract commencement date and 6 months after the commencement date of each subsequent year, an updated and certified electronic copy of this Register.

3.1.4 SITE VISIT LOG

Each Facility is to be stocked by the Contractor with the supplied Site Visit Log books. This booklet is to be completed by the Contractor or its representative(s) visiting the facility. It is a condition of entry to each facility and the Contractor or its representative(s) when attending the facility during normal operating hours must complete it. The Contractor and/or its representative(s) must record all visits to the facility and the purpose of the visit in the site visit log.

The requirement excludes those site visits outside normal hours for callouts relating to essential urgent repairs and insurance works.

This log is not to be used by the Contractor as an alternative to the service report required by Clause 5.1.

A sample of site visit log is included in Attachment 3B.

3.2. SCOPE OF SERVICE

The maintenance service is to be delivered through a Performance Management arrangement. This has the following consequences:

- The maintenance service is specified and monitored in terms of its impact on the performance of the assets;
- The performance of the Contractor will be monitored partly in terms of the performance of the assets, and partly in terms of the delivery of the services.

The purpose of the maintenance service is to ensure that the nominated elements/assemblies continue to support the delivery of the college in a cost-effective manner.

To provide a context for the delivery of the maintenance service, the Contractor must develop a Maintenance Management and Control System, which must demonstrate that the minimum requirements for the type of work included in this contract are being met.

3.3. TYPES OF WORK AND SERVICES

The Contract includes but is not limited to the following types of work:-

a) Establishment of Maintenance Management and Control System

Develop and implement a Maintenance Management and Control System that will, as a minimum, maintain assemblies within the Contract to comply with the minimum requirements

of the Minimum Maintenance and Performance Standards® and maintain the associated Asset Register. (Clause 4.6.1 refers).

b) Preventative, Statutory and Reactive Maintenance

Preventative and Statutory Maintenance are works required to ensure all elements, assemblies or part thereof comply with or above the Minimum Maintenance and Performance Standards® (Appendix C), such that the typical economic life is achieved.

These works include (without being limited to) the cleaning (where required to comply with the minimum performance standards), routine maintenance, testing planned service, ongoing inspections, supply and replacement of consumable items, repair or refurbishment of any element, assembly or part thereof and rectification (reactive maintenance) in response to the notification of a failure of the element/assemblies. (Clause 4.7 refers)

Reactive Maintenance is generally of a "breakdown" nature requiring the Contractor's attention and response. The Contractor is required to provide a service to all facilities to carry out such repairs within the response times nominated in Section 4, clause 4.4.3. These works are not 'Essential Urgent Repairs'. Where the failure relates to preventive or statutory the Contractor will not be entitled to claim for the cost of its response. (Clause 4.7 refers).

Consumable Items generally include (without limited to) cleaning materials, filters, drive belts of any sizes or capacity, solvents, greases, oils, rags, gaskets, solder, flux, cutting paste, sealant, touch up paints, fuels and temporary power for plant, saw cutting blades and the like, plastic rubbish sacks, lengths of cable/flex, nails, screws and other fixings, replacements of all type of electric lamps and fluorescent tubes. The contractor is required to provide all consumable items as part of the Preventive and Statutory Maintenance and will not be entitled to claim for these costs.

c) Programming

Within 20 working days of acceptance of Contract, the Contractor must prepare and submit to the Principal a maintenance program for each college for preventative and statutory maintenance for building services nominated in this contract document. The program must also include for the known replacement work. In preparing this program the Contractor must provide the Facility Manager a copy of its scope of work and liaise with the Facility Manager to ensure that the disruption to the Facility's operation is minimised. (Refer Preliminaries Clause – Programming of the Work).

d) Callouts Maintenance - Essential Urgent Repairs

These are works to clean-up, repair and/or make safe and secure damage caused by "Unforeseen", Accidental Damage and Vandalism, requiring urgent attention. They may be causing damage to other elements of the Facility or threatening the health, operations, safety or security of the facility or its occupants. The Contractor is required to provide a 10 hours a day, between 7.00am to 5.00pm Monday to Friday 5 days a week callouts and essential urgent repair service to all facilities to carry out such repairs. (Section 5 refers).

e) Replacements

This work includes the replacement of elements, assemblies, sub-assemblies and components within a facility as required to comply with the requirements of the Minimum Maintenance and Performance Standards® as identified in inspections and tests or as directed by the Principal (Clause 4.7.4 refers).

The Facility Maintenance and Performance Standards® (Appendix C) nominate the level of replacements for which the Contractor is responsible (Contractor's Replacement Risk Limit) and which the Contractor must provide for in the Preventative, Statutory and Reactive Maintenance tendered Rates.

CONTRACT EXCLUSIONS

3.4.1 GENERAL

The following items are excluded from the scope of this contract. Some are the responsibility of the others while others may be maintained by others. New buildings, major refurbishments or alterations i.e. not in existence at the date of the contract are also excluded.

1. BUILDING SERVICES GENERAL

- Electrical substation;
- Space heater – electric
- Kitchen Equipment – non teaching spaces
- Kitchen equipment – including toasters, microwaves, ice cream, etc
- Boom gates
- Grit blaster

3. MECHANICAL SYSTEMS:

- Air Conditioner Units (Non Ducted); Split AC Systems <15kw;
- Air Conditioners, Room

4. FIRE FIGHTING & DETECTION SYSTEMS:

- Fire Hose Reels, Extinguishers and Fire Blankets

Notwithstanding of the above exclusions, the contract may include work in relation to any of the above items as Variations if so directed by the Principal.

3.5. GENERAL PROVISIONS

3.5.1 TRADE QUALIFICATIONS

All trades work must be carried out by suitably qualified tradespersons and/or apprentices under the direct supervision of a person who holds the appropriate and relevant NSW license. A person so licensed must be on the site of the works at all times when work is being carried out.

3.5.2 WORK DONE BY OTHERS

During the course of this Contract, works will be carried out by others including, but not limited to, the following;

By the Facility

Each Facility carries out the day-to-day cleaning, maintenance of the grounds, condition based, and other elements excluded from the contract as listed in Clause 3.4.

From time to time Facility may construct new works, improvements or modifications to the Facility using contractors and/or inmate labour. These may create a change to the scope of work under the contract and this will be done by a Variation if required.

By Other Contractors

During the course of this Contract other contracts will be carried out by others including, but not limited to, contracts for:-

- Major and minor construction work - extensions or modifications to the Facility

SECTION 3: GENERAL

- Maintenance of (excluded) services and equipment
- Telephone Systems
- Computer Systems
- Local Facility specific contracts
- Testing and Tagging of Electrical Equipment
- Security

Current construction work includes:

Padstow

Campbelltown (DLP)

Chullora

These may create a change to the scope of work under the contract and this will be done by a Variation if required.

Liaise and work with these other contractors to minimise the disruption to their activities and to the operation of the Centre.

3.5.3 AUTHORISATION OF THE FACILITY MANAGER & OTHERS

The Authorised Person is authorised to issue Callouts or notifications or to give directions.

Unless specified or directed otherwise, the Facility Manager, and his/her designates eg Maintenance Officer, has the following limited authority:-

Work Category	Facility Manager's Authority
General Exclusions	<ul style="list-style-type: none">- The Facility Manager is not authorised to direct a change to the technical requirements of the Contract;- The Facility Manager is not authorised to direct or approve variations ie. Changes to the technical or other provisions of the Contract; or additional work not included in the Contract;- The Facility Manager is not authorised to request the Contractor to submit a variation price.
General Inclusion	<ul style="list-style-type: none">- The Facility Manager is authorised to direct that work not be carried out at a time or location which directly effects the Facility's operation when alternative arrangements are not possible [The Contractor to advise the Principal immediately if, in the Contractor's opinion, extra cost will result].
Callouts	<ul style="list-style-type: none">- The Facility Manager is not authorised to issue Callouts

The Contractor must advise the Principal immediately if a dispute arises regarding this authority or if the Contractor considers that a direction from the Principal is required.

3.5.4 MAINTENANCE & REPAIRS REGISTER & SERVICE REPORTS BINDER

At each Facility the Contractor must maintain the following site specific details in the Maintenance & Repair Register at each facility:-

1. The Maintenance & Repairs Register records comments or issues regarding maintenance and repairs at the college. The Register also allows the recording of any actions taken and the outcomes by the Contractor; and

2. The contractor will provide a separate section in the Register for copies of the Service Reports for Callouts; and

3. Services Diagrams – records and work as executed drawings for all works associated with electrical, hydraulic, fire services, and communications. The Contractor will provide a separate section in the Register for copies of Service Diagrams.

At each visit to the site the Contractor or his representative(s) must ask to see the Facility Maintenance & Repairs Register and undertake any follow up works which might be required from the entries and to record the action or outcome in the space provided.

3.5.5 COORDINATION OF MAINTENANCE WITH THE FACILITY MANAGER AND RESTRICTIONS ON ACCESS FOR MAINTENANCE

Coordinate all Maintenance with the Facility Manager to ensure that the impact of the Maintenance on the operation and/or use of the Facility is minimised.

The Facility is in use up to 12 hours each day, Monday to Friday, and the welfare of the staff and students of the Facility are paramount. Access to carry out maintenance activities will be from 7.00 a.m. to 5.00p.m. Monday to Friday (excluding Public Holidays).

Where Maintenance activities interfere with the operation or use of the Facility, these activities are to be carried out during specific hours determined by the Facility Manager.

Maintenance activities that may prevent the use or operation of the Facility are, but not limited to, those that:-

- Cause excessive or disruptive noise, odours, fumes, dust, etc;
- Directly or indirectly prevent the use of part or all of the Facility;
- Require the disconnection or disruption to security systems, communications, power, gas, water, telephone or other services;
- Cause any disruption to special activities being carried out at the Centre.

The decision on whether the Maintenance activities will prevent the use or operation of the Facility shall be at the absolute discretion of the Facility Manager.

Prepare a forward program of all maintenance activities in consultation with the Facility Manager. Provide the Facility Manager with a copy of the program at least one (1) month in advance of the work and in a format that is acceptable to the Facility Manager. Provide copies of the program to the Facility Manager whenever the program is revised.

3.5.6 CONTRACTOR TO FOCUS ON SERVICE THROUGH A SINGLE POINT OF CONTACT FOR COLLEGES

The Contractor must provide a maintenance service to the centres with a clear focus on service and establishing and maintaining good client relations with the colleges.

Maintain regular contact with the Facility including, but not limited to, the following:-

- Provision of a single telephone number on which the AMU Manager can contact a Contractor's representative 10 hours a day, between 7.00am to 5.00pm - Monday to Friday (excluding Public Holidays), on any matter in relation to the maintenance or operation of the Facility;
- Provision of a single fax number and postal and e-mail addresses for forwarding any necessary written communications;
- Regular liaison regarding the programming of Maintenance activities. Before programming the Maintenance liaise with the Facility Manager regarding suitable times/dates for carrying out the work;
- Prior notification of all intended visits to the Facility.

3.5.7 CONTRACT MEETINGS

To facilitate the performance of the contract ensure attendance at these meetings:-

i) Contract Meetings – six-monthly

These meetings will review and consider all current aspects of the contract. Those attending must include the Contractor's staff involved in the management and administration of the contract. The Contractor will submit specific information in a bound report at the six-monthly contract meetings. Refer to ATTACHMENT 3C for the requirements and format of six-Monthly Contractor's report.

ii) Review Meetings - Review Meetings will occur approximately every 12 months at an agreed location or as determined by the Principal.

These meetings will review the performance of the contract at a higher level with particular focus on communications, contractor performance, OH&S, time management, quality assurance, environmental management, client service and feedback, co-ordination, relationships and resolution of issues and other matters that the parties agree upon. Refer to Section 6 on the requirements for Contractor's presentation and reporting at the review meeting.

The Contractor's representatives must include a Senior Executive such as the state or divisional manager or a director, not necessarily involved in the day-to-day management of the contract, but who is able to represent the Contractor at a corporate level.

3.5.8 ALTERATIONS/ADDITIONS/DELETIONS OF EXISTING COLLEGES

During the period of the contract it is possible that there will be new buildings/elements added and/or existing buildings/elements refurbished. This will be done by a Variation.

A Variation will not be required for those Facilities identified in Clause 3.1.1 where prices have been provided.

During the period of the contract it is possible that there could be some existing buildings/elements deleted from the contract. This will be done by a Variation.

3.5.9 RESOLUTION OF ISSUES ARISING WITH FACILITY MANAGERS

The Contractor will be required to regularly interface with Facility Managers on a range of matters relating to Callouts and the maintenance of the Facility. In some cases the Facility Representative may be concerned for the well-being of the staff.

The works under this contract may from time to time result in disagreements and misunderstandings unless great care is exercised by the Contractor in managing the interface.

The Contractor must develop and implement procedures to manage the interface with all Facilities and to make all reasonable efforts to avoid issues being escalated. Regularly review and update these procedures.

3.5.10 ACCESS TO ALL ELEMENTS/ASSEMBLIES

The Contractor must provide all permanent or temporary safe access it may require to access all elements/assemblies whilst all works under this contract are being carried out at

any location.

No additional costs whatsoever will be borne by the Principal for the Contractor to comply with this Clause and all Statutory Requirements.

Refer also to PRELIMINARIES CLAUSE – OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION.

3.6. CONTRACT PROGRAMS

The Contract Program is:

- a) An establishment period for maintenance of twenty (20) days being a period which commences on the date of the Date of Contract and expires (20 working days after) on and does not include the first day of the Contract Year;
- b) Three Contract Years, being the three periods shown as Contract years 1 to 3 commencing on the last day of the establishment period and will run until the previous date in the following year as indicated in the Table in clause 3.6; and
- c) If the Contract is extended, the two periods of one year each being Contract Years 4 and 5 in the Table.

Contract Year	Date of Commencement of Contract Year	Date of expiry of Contract Year
Establishment Period	Date of acceptance of tender, say 9 March 2007	plus 20 working days to say 8 April 2007
1	Date of acceptance of tender, plus 20 working days, say 9 April 2007	Say 8 April 2008
2	Say 9 April	Say 8 April 2009
3	Say 9 April 2009	Say 8 April 2010
If the Contract is extended (options)		
4	Say 9 April 2010	Say 8 April 2011
5	Say 9 April 2011	Say 8 April 2012

In the establishment period the Contractor must establish resources, carry out contract planning, liaise with Customers' Facility Managers, prepare a Plan of Operations for all sites. Integrate the Contract with any existing business, and preparation of quality plans and to make initial contact with the Centres. No directions to carry out Callouts will be given in this period.

From the end of the establishment period the Contractor must have systems in place to provide all the required Maintenance Services included in the contract i.e. Preventive Maintenance, Replacements and Callouts will be required from that date.

In each Contract Year the Contractor must provide the required Services.

Not later than three months prior to expiry in Contract Year 3 the Principal may, by notice in writing to the Contractor, opt to extend that term of the Contract by one year [Contract year 4]. Not later than three months prior to expiry in Contract Year 4 the Principal may, by notice in writing to the Contractor, opt to extend that term of the Contract by a further one year [Contract year 5]

Access to facilities – At the commencement of the Contract the Contractor must make arrangement with the Facility Managers for accessing the facilities.

3.7. ATTACHMENT

The following is the attachment to this Section:-

Attachment 3A - Child Protection Policy

Attachment 3B – Sample of facility site visit log sheet

Attachment 3C – Requirements for the Contractors two-Monthly Report

Attachment 3D – DEpict TAFE Plans Viewing

ATTACHMENT 3A – CHILD PROTECTION POLICY**Child Protection Policy
Procedures for Contractors**

The Department of Education and Training has a responsibility for the care and welfare of students. It has a charter to protect young people in its care from sexual, physical and emotional abuse.

All contractors must conduct themselves in a manner consistent with the Department's responsibilities and community expectations.

Contractors must:

- notify the Facility Manager of their presence, the nature of the work to be performed, the anticipated duration and location where work is to be carried out
- be suitably attired at all times, including the wearing of a shirt, shorts or trousers and appropriate footwear
- refrain from talking, touching or interacting with students
- not use the toilets or amenities: bubblers, showers, canteens etc; only approved separate toilets and other facilities are to be used and these must be kept separate from any area used by students
- ensure two persons are present when working in unsecured toilets wherever possible; at least one male should be present when male toilets are being maintained and at least one female should be present when female toilets are being maintained
- secure the work area from students; clear signs and barricades (wherever possible) must be used to prevent any inadvertent and/or unauthorised access
- report any incident involving students to the TAFE/College Principal immediately

ATTACHMENT 3B – SAMPLE SITE VISIT LOG SHEET

South Western College Site Visit Log

01

Complete one log entry for every site visit.

College name: _____

Location of work

Building no. _____ Room no. _____

Date: _____

Time in: _____

Time out: _____

Hours worked: _____

(use half hour intervals)

For insurance work, essential urgent repairs, miscellaneous work also complete a service report

Was the job completed?

☐ Yes☐ No if no, what further action is required?☐ site visit Details _____☐ other _____**Type of Work**☐ insurance work

Tick essential urgent repair or Miscellaneous work too

☐ essential urgent repairs☐ miscellaneous work☐ condition assessment☐ meeting☐ planned work☐ other _____**CONTRACTOR'S COMPANY****Name:** _____**Contractor's rep./Visitor**

Name _____ signature _____

College rep.

Name _____ signature _____

*NOTE: The Facility Manager must check that all entries are legible before signing this log.

ATTACHMENT 3C – MINIMUM REQUIREMENTS FOR THE CONTRACTORS SIX-MONTHLY REPORT

The following headings and specific information outlined below will be thoroughly documented by the Contractor in a bound report and copies supplied to the Principal's Representative and TAFE Representatives two days before the Six-Monthly Meeting for each facility.

Current Work Programs (schedules) covering

- Preventative Maintenance
- Method and timing of communication to Facility Manager
- Feedback from Facility Manager

NB The above item seeks to address the contractor's preparation and/or revision of their work schedules not the detail contained in these documents (see next item below).

Current status of Preventative Maintenance Works (and any associated issues) for

- Building Services General
- Lifts, Hoists, Cranes
- Mechanical Services
- Fire Protection Services
- Works planned for the next two months
- Cancelled planned work due to access problems for the last two months.

Volume of work carried out during the past two months and year to date

- Callouts (No of callouts, No completed on time – No not completed on time) carried out during past two months and year to date
- Wilful Damages
- Investigation Reports
- Other items

Reports to provide sub-total for each Facility and sub-totals for key service areas

Financial Status during past two months and year to date

- Callout claims (No of repairs, costs for each repair, total)
- Wilful Damages
- Other item claims (No of items, costs for each, total)
- Outstanding claims (No of outstanding claims per category, costs for each, total)

Reports to provide sub-total for each Facility and sub-totals for key service areas

Quality Assurance

- Internal audits carried out during past two months
- Non-conformances and corrective action
- Other QA issues

OH&S

- Accidents and incidents during past two months
- Internal audits carried out during past
- WorkCover inspections and/or audits, non-conformances and corrective action during past two months

Resourcing, Training and Communication - Staff/Sub-Contractors

- Employees and sub-contractors inducted during past two months
- Statement re child-protection
- Team / subcontractors overview
- Changes to organisation / resources during past two months

- Inductions, training, toolbox meetings undertaken
- Audits / evaluation of subcontractors, non-conformances and corrective action

Communication / Liaison with Facility Manager

- Meetings last two months
- Meetings proposed during next two months
- Other communication initiatives eg. e-mails, newsletter, Internet, walk-through prior to work commencement
- Callout scanning procedure
- Access, emergency contact arrangements
- Facility Manager involvement during walk-through
- Use of Site Maintenance Registers

ATTACHMENT 3D – DEPICT ACCESS INSTRUCTIONS**DEPICT – DET SCHOOLS / TAFE'S/ OFFICES PLANS VIEWING USER INSTRUCTIONS**

URL: www.asset.gov.com.au/depict/index.shtm

User Name: depict

Password: ssddzz2002

Generic user name and password have been created to minimise administrative overheads.

Widespread use of this facility is encouraged.

The site is still under development, however, drawings of all schools, colleges and DET district offices are available. Location of demountables is now shown on the site plan.

Choosing a Facility To View

Click on “view drawings” (below DET logo)

On next screen, select an educational institution from one of the three categories (use drop down or type the first letter...)

Wait for the facility to be selected, then choose the site or floor you wish to view.

Note: On first use, you will be asked to download the Bentley Publisher applet. This will take from a few seconds to a few minutes depending on connection speed. Again, on first use of the print function, you will be asked to download the print applet.

How To View A Drawing

Help - is available at the bottom of the “home”, “view drawing” & “order drawings” screens. Select “How To View A Drawing” to see instructions and legends for the viewing and redline icons.

The tools for using the drawings are located on the bottom toolbar

Redline Facility

You may annotate the drawings using the “redline” toolbar at the top of the screen. On completion, press the “post redline” (second from right) icon and the file will be saved to the server. Add your name under “Author” and version/purpose & date in “Comment”, save and print: write the file name on the print for later retrieval.

You may also “Print to File” by checking the box on the print screen and choosing the “Encapsulated Postscript (EPS)” option on your postscript printer. This file can then be imported to a Word or other file.

Your redline file can be retrieved later using the “Get Redline” icon for further editing.

You must email Terry.Rogerson@commerce.nsw.gov.au **if you require any action e.g. data capture update.**

How To Get More Information

Click on “order drawings” to view the cost or order items such as formatted A3 plots, digital files, aerial images etc. The completed order form will be sent to the Project Manager.

Contact

Terry Rogerson

Project Manager

Surveying & Spatial Information Services

Tel: 9372 7903

Email: Terry.Rogerson@commerce.nsw.gov.au

END OF SECTION 3 - GENERAL

7. TECHNICAL SPECIFICATION SECTION

7.1 STANDARD OF WORK

Notwithstanding specific requirements specified, the standard of work must meet the following general requirements:-

Comply with the manufacturer's recommendations in using, applying and/or installing materials;

Carry out all work to a standard which ensures that the material, element, assembly and/or component achieves the maximum attainable life commensurate with the materials used;

Comply with all relevant Australian Standards.

7.2 TECHNICAL SPECIFICATION

Refer to Volume 2, TECHNICAL SPECIFICATION for the general technical requirements of the Contract.

END OF SECTION 7 TECHNICAL SPECIFICATION

6. CLIENT SERVICE SURVEYS, CONTRACTOR PERFORMANCE MONITORING & REPORTING SECTION

6.1 GENERAL

Client Service Surveys, and Contractor Performance Monitoring and Reporting are a requirement of the Contract. Their key purpose is to enable the performance of the Contractor to be assessed both in terms of this Contract and in comparison with other Contractors carrying out similar contracts across the state. The results of the yearly Contractor Performance evaluations will be used by the Principal in the consideration of the possible extension of this contract.

6.2 CONTRACTOR DISTRIBUTED SERVICE QUESTIONNAIRES

The Authorised Person will send out and request the Facility Manager to complete a Service Questionnaire, in a form similar to that in Attachment C at the end of this Section, at the following times:

At 12 monthly intervals (at end of August each Contract Year) issue Service Questionnaires to the Facility Managers. The completed Questionnaires will be forwarded to the Authorised Person at the end of September each Contract Year.

A copy of all completed Questionnaires and prepared documents summarising the responses will be forwarded to the Contractor by the Principal.

Do not change the format of the Questionnaires without the approval of the Principal.

The Questionnaires and any documents summarising or commenting on the results remain the property of the Principal in or at end of and are classified as "Restricted".

6.3 PRINCIPAL INITIATED SURVEYS

The Principal may from time to time arrange independent surveys of the Facility Manager regarding the Contractor's performance. The Contractor will receive a copy of the results.

The surveys and any documents summarising or commenting on the results remain the property of the Principal and are classified as "Restricted". Submit all copies to the Principal at the completion of the Contract.

6.4 SURVEYS INITIATED BY THE CONTRACTOR NOT PERMITTED

Surveys initiated by the Contractor covering Facility Managers or Facility staff are not permitted unless approved by the Principal.

6.5 CONTRACTOR PERFORMANCE MONITORING AND REPORTING

6.5.1 GENERAL

The aim of Contractor Performance Monitoring is to continually assess the performance of the Contractor in the execution of the Contract. This will be used to provide feedback to the Contractor and to complete a regular (12 monthly) Contractor's Performance Report.

The monitoring will focus on the following performance criteria:-

Criteria	Key performance indicator
Time management	<ol style="list-style-type: none"> 100% of Preventative Maintenance Work completed within program. 95% of work (specified in Clauses 6.5.2) completed within program and specified response time. 98% of Call outs are responded within the required time
Completeness and Standard of Works	<ol style="list-style-type: none"> 98% of the Key Result Criteria of Preventative Maintenance Work are met. Less than 2 NCRs issued / Facility/ review period (Refer to Clause 6.5.4).
Management of site personnel and subcontractors	<ol style="list-style-type: none"> Less than 1 complaint / Facility / review period (Refer to Clause 6.5.5).
Contract administration	<ol style="list-style-type: none"> 95% of documents supplied within agreed time. 100% of completed items claimed within 60 days. 95% of claim/quotations submitted are reasonable. (Refer Clause 6.5.6). 95% of quotations approved are actioned and completed within the agreed dates.
Quality Assurance & Environmental Management	<ol style="list-style-type: none"> Less than 3 NCRs issued / review period. 95% of NCRs closed out in accordance with agreed program (Refer Clause 6.5.7).
Occupational Health & Safety	<ol style="list-style-type: none"> Less than 2 NCRs issued / review period (specified in Clause 6.5.8). 95% NCRs closed out in accordance with agreed program. No serious accident / review period. No loss time incident /review period. (Refer to Clause 6.5.8).
Client Satisfaction	<ol style="list-style-type: none"> Achieving 85% satisfaction rating from Facility and other surveys (Refer to Clause 6.5.9).

The Contractor will be given a copy of the draft Contractor's Performance Report three months after commencement of each Contract Year and given the opportunity to discuss the draft Report. Provide written comments on the draft Contractor's Performance Report to the Principal within one week. If no written comments are received by the end of one week each Contract Year the Report will be considered final.

Sub-clauses 6.5.2 to 6.5.11 below outline the key issues considered when completing the Contractor's Performance Report.

The Contractor's overall performance will be assessed using a weighting system as follows:-

Criteria	Percentage Weighting
Time Management	15
Completeness and Standard of Works	20
Management and Quality of Site Personnel & subcontractors	5
Contract Administration	10
Quality Assurance & Environmental Management	5
Occupational Health & Safety	15
Facility Client Satisfaction	30

Notwithstanding the above weighting, poor performance against any of the Criteria is considered unsatisfactory and continued poor performance will be a substantial breach of the contract.

The Principal will convene yearly contract review meetings to discuss overall performance and to discuss the progress of the contracts and common issues. The review meeting will take four hours and will be attended by a senior executive and other contract representatives of the Contractor. The review meeting will concentrate on communication, co-ordination, relationships, resolution of issues, contractor performance and client service, and will also set Key Performance Indicator improvement targets for next review period.

The contractor is required to present specific information outlined in Attachment B 'Requirements for the Contractor's Presentation' at the review meeting. This information will be documented in a bound report and with copies supplied to the Principal for distribution at least 7 days prior to the review meeting.

6.5.2 TIME MANAGEMENT

Time Management performance will be assessed based on:-

- Performance against programs for Preventative Maintenance and Replacement Work, taking account of delays beyond the Control of the Contractor;
- Performance against the specified Response Times for Callouts (Essential Repairs);
- Performance in preparing and submitting documentation as specified including Programs, Progress Claims, Reports and Records.

The Contractor will be required to submit records for the callouts and corresponding response times, and any other specific records required to support this assessment.

6.5.4 COMPLETENESS AND STANDARD OF WORK

The completeness of Maintenance including Cleaning Maintenance will be assessed as follows: -

- Rectification works comply with the technical specification;
- Rectification works restore the assembly to the minimum performance standard specified in the Minimum Maintenance and Performance Standards;
- 98% of Category A elements met the Key Result Criteria
- 100% compliance with Australian Standards, NATPEC Services and manufacturer's or supplier's recommendation.
- No of defects and omissions
- Number of call-backs to badly finished work and to carry out remedial works
- Breakdown to planned maintenance ratio
- Number of maintenance induced failures
- Number of (roof) areas not cleaned to the required standards

6.5.5 MANAGEMENT AND QUALITY OF SITE PERSONNEL AND SUBCONTRACTORS

The assessment of the Management and Quality of Site Personnel will consider the following:-

- The adequacy of the number of site personnel engaged so as to ensure the efficient use of resources in relation to the work required;
- The adequacy of control of site personnel;
- Payment of subcontractors are made on time;
- Observance of site rules and procedures;
- Suitability of staff and subcontractors including the NSW Code of Practice for the Construction Industry requirement to ensure an appropriate level of competence in staff appointed to administer contracts;
- Appropriate use of and quality of tradepersons and other personnel.
- Compliance with the contract requirements for the employment of apprentices.

6.5.6 CONTRACT ADMINISTRATION

The assessment of the Contract Administration will consider the following:-

- Compliance with the NSW Code of Practice for the Construction Industry concerning timely requests for information and the timely provision of information such as drawings, reports or other documentation;
- Timely submission of claims for payment (within 60 days of work is completed) including the adequacy of supporting evidence;
- The reasonableness of claims submitted.

6.5.7 QUALITY ASSURANCE & ENVIRONMENTAL MANAGEMENT

The assessment of the performance of the Contractor in Quality Assurance will consider the following:-

- The Contractor's compliance with the requirements of Preliminaries Clause - Quality Assurance;
- The Contractor's compliance with the company's Quality Manual and Environmental Management Plan;
- The number of major and minor non-compliances discovered during the Principal's audits and the effectiveness of corrective action taken by the Contractor;
- The number of recurring major and minor non-conformance reports issued by the Contractor and the effectiveness of corrective action taken by the Contractor;
- The Contractor's compliance with the relevant statutory requirements;
- Control of noise, dust and odours from work and other possible disruption to Facility environment;
- Effectiveness of Contractor to closing Non Conforming Reports.

The Contractor will be required to submit audit records, and any other specific records required to supporting this assessment.

6.5.8 OCCUPATIONAL HEALTH, SAFETY & REHABILITATION

The assessment of the Contractor's performance in Occupational Health, Safety & Rehabilitation and will consider the following:-

- Contractor's compliance with the Occupational Health and Safety Act and other related Acts;
- The adequacy and quality of the Contractor's Occupational Health, Safety & Rehabilitation Management System and its implementation;
- The outcome of random site safety inspections carried out by the Principal and reported via the Site Safety Checklist as shown in Attachment 8E at the end of this Section. Such inspections will be carried out on an irregular basis and without prior notice. The Contractor will receive a copy of the completed checklist together with an instruction to remedy non-compliances, if any. The Site Safety Checklist may be changed at any time during the contract;
- The attitude and behaviour of workers and supervisors, especially their willingness to accept the need for better safety practices and continuous improvement;
- Effectiveness of the Contractor to closing out Non Conforming Reports;
- The Non-occurrence of Serious Incidents and Accidents

The Contractor will be required to submit safety audit records, serious incident and accident records, and any other specific records required to supporting this assessment.

6.5.9 CLIENT SATISFACTION

The assessment of Client Satisfaction will consider the following:-

- The results of the Contractor distributed Service Questionnaires;
- The results of the Principal Initiated Surveys;
- Any adhoc and/or unsolicited feedback received by the Principal and the DCS directly from the Facility Client or staff

6.6 ATTACHMENTS

The following are the Attachments to this Section:-

Attachment 6A – Minimum Requirement for the Contractor's Report and Presentation
Attachment 6B – Statistic Required for Contract Review Summary Report
Attachment 6C – Sample of Client Survey Form
Attachment 6D – Site Safety Check list

ATTACHMENT 6A – MINIMUM REQUIREMENTS FOR THE CONTRACTOR'S REPORTS AND PRESENTATION

The following headings and specific information outlined below will be thoroughly documented by the Contractor in a bound report and copies supplied to the Principal. Progress Reports are to be submitted quarterly and annual report must be submitted at least 7 days prior to the scheduled Review Meeting for distribution to all participants at the Review Meeting. Contractors may elect to also present the report as an electronic (or overhead) presentation at the meeting.

Work Programs (schedules) covering

- a) Preventative Maintenance
- b) Other maintenance activities.

Current status of preparation and/or revision

Method and timing of communication to Facility Manager

Feedback from Facility Manager

NB THE ABOVE ITEM SEEKS TO ADDRESS THE CONTRACTOR'S PREPARATION AND/OR REVISION OF THEIR WORK SCHEDULES NOT THE DETAIL CONTAINED IN THESE DOCUMENTS (SEE NEXT ITEM BELOW).

A bar chart is to accompany with the summary report (refer attachment 6B) showing the current status of works (and any associated issues) for:

- Activities **completed** for the last 12 months, **and**
- Activities **planned** for the next 12 months covering:
 - Preventative Maintenance
 - Investigation Reports
 - Wilful damage repairs
 - Roof, Gutter & Stormwater Cleaning
 - Back Flow Prevention Devices Maintenance
 - Thermostatic Mixing Valves etc

A bar chart is to accompany the summary report (refer attachment 6B) showing volume of Work carried out during past 12 months including:

- Essential Repairs under 3 categories (response compared to specified criteria)
- Maintenance Items Resulting From Callouts

Quality Assurance

- Internal audits carried out during past 12 months, non-conformances and corrective action
- Other QA issues
- List audited and when during past 12 months.

OH&S

- Accidents and incidents
- Internal audits carried out during past 12 months, outcomes, non-conformances and corrective action
- WorkCover inspections and/or audits, non-conformances and corrective action
- Review of work areas / no-go zones and level of supervision prior to commencement of work

Environmental Management

- Actions
- Initiatives
- Internal audit outcomes

Resourcing, Training and Communication - Staff/Sub-Contractors

- Employees and sub-contractors inducted during past 6 months

- Teams / subcontractors overview
- Changes to organisation / resources during past 6 months
- Inductions, training, toolbox meetings undertaken
- Audits / evaluation of subcontractors, non-conformances and corrective action

Innovation / Standardisation / Improvements

- Issues identified where innovation / standardisation / improvements could be beneficial
- Progress to date
- Predicted and or actual outcomes

Communication / Liaison with Centre

- Meetings since previous review meeting
- Meetings proposed during next 12 months
- Other communication initiatives eg. e-mails, newsletter, Internet, walk-through prior to work commencement
- Callout scanning procedure
- Out of hours access, emergency contact arrangements
- Facility Manager involvement during walk through inspections
- Use of Site Maintenance Registers

**ATTACHMENT 6B – SAMPLE OF STATISTICS REQUIRED FOR SERVICES
MAINTENANCE CONTRACT REVIEW SUMMARY REPORT (A BAR
CHART IS TO ACCOMPANY THE REPORT)**

ITEM	Total Number	No. Completed	% Completed
Callout calls received. ⌚			
Callout (Wilful Damages) – Non-Urgent callout. ⌚			
Callout (Wilful Damages) – Urgent callout. ⌚			
Callout (Accidental & Act of Nature) – Non-urgent callout. ⌚			
ER (Accidental & Act of Nature) – Urgent callout. ⌚			
Maintenance items resulting from Callout calls. ⌚			
Miscellaneous Work. ⌚			
Preventative Maintenance. ⌚			
Roof, Gutter & Stormwater Cleaning. ⌚			
Thermostatic Mixing Valve & Back flow prevention devices maintenance. ⌚etc			
etc⌚			

ATTACHMENT 6C - SAMPLE OF CLIENT'S SURVEY FORM

Contractor :	Contractor Number:
College name:	College code number:

Please complete all sections of this survey in full by circling the appropriate box. eg.

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent		No Work
1	2	3	4	5	6	7	8	9	10	

If no work was undertaken in an identified category during this period please tick the "No work" check box.

1. Were the college satisfied with the level of service (communication, timeliness, commitment to standards – were the College comfortable working with your Contractor on site)?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent		No Work
1	2	3	4	5	6	7	8	9	10	
Supporting Comments - Optional										

2. When the Contractor worked on site, how would the college rate their ability and willingness to accommodate the needs of staff; responsiveness to one-off requests, users at the college site; minimise interruptions to staff?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent		No Work
1	2	3	4	5	6	7	8	9	10	
Supporting Comments - Optional										

3. Overall, rate the quality of work completed by the contractor?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

4. Did Contractor's staff arrive on site within the time frame expected?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

5. How do the College rate Contractor's staff with regard to adhering to site protocols standards i.e. Had ID, signed log book, safety equipment, OH&S and Security?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

6. Rate how the AMC Contractor reacts to the unforeseen maintenance problems covered by the contract e.g. Insurance Works, Breakdown Repairs, Essential Urgent Repairs?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

7. Did the Contractor meet with the College to discuss the Preventive/Statutory Maintenance work schedule & status of work, e.g. when work started, completion, changes to schedule, problems encountered? If no meetings were arranged - indicates unsatisfactory performance ie. a score of 1

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

8. Were the College satisfied with the agreed programs and time frame?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

9. Were the Preventive /Statutory Maintenance works carried out to the College's satisfaction?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

10. Was the Contractor's staff sufficiently familiar with the College's work site, etc. so they could commence work without the College's staff needing to show or explain the work in detail?

Unsatisfactory		Poor		Satisfactory		Very Good		Excellent	
1	2	3	4	5	6	7	8	9	10
Supporting Comments - Optional									

Please send this completed survey, with any extra comments you would like to make, to your AMU Project Officer.

Note: College's response must reflect Maintenance work carried out in the last six months and not any other program work, e.g. Minor Capital Work, Integration etc.

Name (completing survey):	Position at College: College Manager / designate
Date Completed:	Signature:
College Manager endorsement:	Date:

ATTACHMENT 6E - SITE SAFETY CHECKLIST

Facility:		Contractor:	
Area:			
No. of staff on site is:		Trades:	
Inspected by : OBSERVER		Date of Inspection	____/____/____
Brief Description of Site Activities Being Carried Out :-			

SAFETY INDEX	%
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OBSERVERS COMMENTS (include details of any Site Instructions issued)		
SIGNED	DATE: ____/____/____	CONTACT TELEPHONE No. :

OBSERVER FORWARDS THE REPORT TO PRINCIPAL AND CONTRACTOR

SITE SAFETY CHECKLIST

ITEM	DESCRIPTION OF ITEMS OBSERVED	Tick ✓✓✓ Number Correct	Tick ✓✓✓ Number Not Correct	N/A <input checked="" type="checkbox"/>	COMMENTS and OBSERVATIONS - Include details of any Site Instruction issued. Attach any photos taken of any Non-Compliances observed.
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A.	SITE AREA GENERALLY				
A-1	Is/are the work area(s) clear of rubbish or scattered materials?			<input type="checkbox"/>	
A-2	Is there a rubbish/waste container on site?			<input type="checkbox"/>	
A-3	Are waste recycling procedures in place?			<input type="checkbox"/>	
A-4	Are barricades / fences erected along / around work areas?			<input type="checkbox"/>	
A-5	Are site occupants kept well away from the work area?			<input type="checkbox"/>	
A-5	Are Construction warning signs displayed?			<input type="checkbox"/>	
A-6	Are there suitable fire extinguishers on site?			<input type="checkbox"/>	
A-7	Are emergency/serious accident procedure displayed on site?			<input type="checkbox"/>	
A-8	Is there a fully stocked first aid box on site?			<input type="checkbox"/>	
A-9	Is there a qualified first aid person on site?			<input type="checkbox"/>	Name(s):
A-10	Are there suitable staff amenities available eg toilets, washing facilities, lunch room etc?			<input type="checkbox"/>	
A11	Is there adequate clean, fresh drinking water?			<input type="checkbox"/>	

B.	TOOLS / ELECTRICAL				
B-1	Do machine / tools on site have guards fitted?			<input type="checkbox"/>	
B-2	Do all flexible extension cords, portable tools and electrical plant carry up-to-date inspection tags?			<input type="checkbox"/>	
B-3	Are the extension cords supported above work areas, wet areas and passages?			<input type="checkbox"/>	
B-4	Are extension cords protected from mechanical damage and moisture?			<input type="checkbox"/>	
B-5	Are all electrical fittings protected by an earth leakage device or residual current device			<input type="checkbox"/>	
B-6	Are Switchboards waterproof, lockable, securely fixed to a structure?			<input type="checkbox"/>	
B-7	Do Switchboards have an isolating switch?			<input type="checkbox"/>	
B-8	Are Explosive Powered Tool (EPT) operators certified?			<input type="checkbox"/>	
B-9	Is there a log-book for each EPT				

ITEM	DESCRIPTION OF ITEMS OBSERVED	Tick ✓✓✓ Number Correct	Tick ✓✓✓ Number Not Correct	N/A <input checked="" type="checkbox"/>	COMMENTS and OBSERVATIONS - Include details of any Site Instruction issued. Attach any photos taken of any Non-Compliances observed.
	in which to record cleaning, inspection and servicing?				
B-9	Are ear and eye protection worn when the EPT is in use?			<input type="checkbox"/>	
B-10	If EPT is in use are warning signs displayed?			<input type="checkbox"/>	

C.	SCAFFOLDING				
C-1	Is the scaffold tied to the building at least every 3.6 metres in height and length?			<input type="checkbox"/>	
C-2	Are there solid foundations under the scaffolding?			<input type="checkbox"/>	
C-3	Are there handrails and kickboards for all working platforms more than 2 metres high?			<input type="checkbox"/>	
C-4	Are all work platforms fully decked?			<input type="checkbox"/>	
C-5	Is proper ladder access provided to the scaffold working decks?			<input type="checkbox"/>	
C-6	If the scaffold is under erection, has a safety barrier been set up near the scaffolding base?			<input type="checkbox"/>	
C-7	Do mobile scaffolds have lockable wheels?			<input type="checkbox"/>	
C-8	Are all wheels locked when mobile scaffolds in use?			<input type="checkbox"/>	
C-9	Is there safe internal ladder access available?			<input type="checkbox"/>	
C-10	Is the height of the mobile scaffold less than three times the least width of the base?			<input type="checkbox"/>	
C-11	Do out-riggers need to be used?			<input type="checkbox"/>	

D	LADDERS				
D-1	Are ladders stable and securely fixed at the top and bottom?			<input type="checkbox"/>	
D-2	Are all the rungs intact and in good condition?			<input type="checkbox"/>	
D-3	Are ladders standing away from doorways?			<input type="checkbox"/>	
D-4	Do the ladders extend at least one metre above the top platform?			<input type="checkbox"/>	
D-5	Are ladders at least 4.6 meters from live conductors?			<input type="checkbox"/>	
D-6	Are only all-wood ladders used near electrical equipment?			<input type="checkbox"/>	

E	FALL PROTECTION				
E-1	Are people working at heights above 2.0 metres protected from falling? eg., wear safety harness, suitable work platform			<input type="checkbox"/>	

ITEM	DESCRIPTION OF ITEMS OBSERVED	Tick ✓✓✓ Number Correct	Tick ✓✓✓ Number Not Correct	N/A <input checked="" type="checkbox"/>	COMMENTS and OBSERVATIONS - Include details of any Site Instruction issued. Attach any photos taken of any Non-Compliances observed.
	provided.				
E-2	Are all floor penetrations securely covered?			<input type="checkbox"/>	
E-3	Are there one-metre high handrails wherever there is a drop of more than 2.0 metres?			<input type="checkbox"/>	

F.	EXCAVATIONS				
F-1	Are there excavations deeper than 1.5 metres? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes :-			<input type="checkbox"/>	
F-2	Are handrails or suitable barrier erected to prevent persons falling in ?			<input type="checkbox"/>	
F-3	Is the excavation(s) shored or properly battered or stepped to prevent "cave in" of the side walls?			<input type="checkbox"/>	
F-4	Is an access ladder provided?			<input type="checkbox"/>	
F-5	Is excavated material stacked away from the edge to prevent it from collapsing into the excavation?			<input type="checkbox"/>	

G.	CONFINED SPACES				
G-1	Is an area of work classified as a Confined Space? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes:-			<input type="checkbox"/>	
G-2	Is there a nominated responsible person directly supervising the work?			<input type="checkbox"/>	
G-3	Are gas testing equipment, portable ventilation and safety harnesses in use?			<input type="checkbox"/>	
G-4	Are safety harnesses in use?			<input type="checkbox"/>	
G-5	If No:- Are there any areas of work which should be classified as a Confined space?			<input type="checkbox"/>	

H	HAZARDOUS SUBSTANCES				
H-1	Are Materials Safety Data Sheets available for all products used on site?			<input type="checkbox"/>	
H-2	Are product containers clearly labelled?			<input type="checkbox"/>	
H-3	Are staff using products adopting Safe Work Methods?			<input type="checkbox"/>	

I.	SAFETY KNOWLEDGE				
I-1	Are safety helmets being worn by <u>all staff</u> on site?				
I-2	Are safety boots being worn by <u>all staff</u> on site?			<input type="checkbox"/>	
I-3	Are staff wearing hearing protection whilst working with			<input type="checkbox"/>	

ITEM	DESCRIPTION OF ITEMS OBSERVED	Tick ✓✓✓ Number Correct	Tick ✓✓✓ Number Not Correct	N/A <input checked="" type="checkbox"/>	COMMENTS and OBSERVATIONS - Include details of any Site Instruction issued. Attach any photos taken of any Non-Compliances observed.
	and/or near noisy machinery?				
I-4	Are safety glasses and/or face shields being worn to protect eyes when there is a danger of splashes from chemicals, grit in the eye, from dust or flying objects?			<input type="checkbox"/>	
I-5	Is sunscreen (SPF 15+) available for use on site by staff working outdoors?			<input type="checkbox"/>	
I-6	Are staff wearing appropriate sunglasses to protect eyes from the sun's UV radiation?			<input type="checkbox"/>	
I-7	Are staff wearing suitable clothing to protect from the sun's UV radiation?			<input type="checkbox"/>	
I-8	Are mechanical aids such as trolleys, hoists and ramps available to cut down the risk of back and other strain injuries?			<input type="checkbox"/>	
I-9	Do all plant operators on site hold appropriate certificates of competency?			<input type="checkbox"/>	
TOTAL ✓✓ CORRECT					Safety Index is calculated as the % of the correct items out of all items observed.
TOTAL ✓✓ NOT CORRECT					
SAFETY INDEX = CORRECT ITEMS _____ X 100 CORRECT ITEMS + NOT CORRECT					SAFETY INDEX = _____ X 100 = %

END OF SECTION 6 CLIENT SERVICE

5. CALLOUT SECTION

5.1. GENERAL

The Contractor must provide a 10 hour a day, between 7.00am to 5.00pm, Monday to Friday, 5 days a week Callout service to all Facilities to carry out such Callout Work. The Contractor must provide a single telephone number and a single facsimile number to which a Callout can be made.

Reactive maintenance (preventive and statutory maintenance obligations) are subject to a callout but the Contractor cannot charge for these services as a callout. The Contractor must take the actions to complete the repairs/replacements as required in Section 4 at its full cost.

The Specific Items of Work under Clause 4.7.3 are NOT Callout Work.

The Authorised Person may from time to time request the Contractor to carry out Callout Work. The request (the Callout) will designate the work as, "Urgent" or "Next day". The designation is entirely a matter for the Authorised Person.

Critically Rating	Description (Examples)	Response Time and temporary / permanent rectification
1 (Urgent)	Failure of this facility will result in the: <ul style="list-style-type: none"> • Need to close down all or part of educational space; • Direct effect on health and safety of staff or students; • Threat of immediate industrial action; • Safety risk to staff and/or students. 	Up to 2 hours
2 (Next day)	Failure of this facility will cause major disruption to the function of the Facility and may result in the: <ul style="list-style-type: none"> • Need to move a significant number of students to alternative educational space within the Facility; • Potential risk to health and safety; • Need to employ staff on overtime; • Potential for industrial action by staff. 	Next normal working day at 7.00am

The Contractor must attend the site within the Response Time appropriate for criticality of the request and the Contractor must proceed to carry out the Callout Work as quickly as possible.

If the Contractor fails to attend within the Response Time or to complete the Callout Work within time, the Principal may have the work carried out by someone else. In that event, the Contractor will be indebted to the Principal for \$750 [representing the agreed administrative cost of engaging someone else] plus the amount, if any, by which the cost of having the work carried out exceeds what would have been payable to the Contractor had the Contractor carried out the work on the basis that it had been designated 'Criticality Rating 2 – Urgent'. The \$750 will be subject to Cost Adjustment.

The Contractor must carry out the work to match the existing, using new materials of equivalent quality, brand, and type, unless specified otherwise (including where required otherwise by Australian Standards/Regulations). Only new materials will be used. The contractors will keep normal materials necessary to complete the repairs readily available.

SECTION 5: CALLOUTS

The contractor will provide all plant and equipment necessary to complete the works. Plant and materials deemed to be normal “tools of the trade” and powered hand tools will not be charged to the Principal.

Notwithstanding any other provision of the contract, the Contractor is not entitled to be paid for work that would not have been necessary had the Contractor fulfilled the Contractor's obligations with respect to Maintenance.

On receipt of a Callout, the Contractor must register the call including; description of the problem, the time of the call, the criticality of the request based on above categories, the name of the person calling, the capacity in which the call is made, eg. Facility Manager, Maintenance Officer, AMU and the contact telephone number of the caller.

The Contractor must also register the scope of work following the initial visit.

Within fifteen minutes after logging the call, the Contractor must advise the Authorised Person by phone and fax of the arrangement made to comply with the Callout, and register this information.

On arrival at a Facility, the Contractor must advise the Facility Manager's representative if the work is likely to cause interruption to any service or inconvenience to any person. If so, the Contractor must give the Facility advanced warning of the implications of the works.

On leaving the Facility, the Contractor must advise the Facility Manager's Representative/Authorised Person of the status of the repair work. The Contractor must make follow up contact with the Facility Manager to confirm that the work has been satisfactorily completed.

Where the work cannot be repaired immediately, the Contractor must, before leaving the Facility, advise the Facility Manager accordingly and leave the site of the work area safe and secure. The Contractor must advise the Authorised Person within one business day of the expected cost of the work and the time to complete the work. If the expected time to complete the repair work is more than 5 working days the Contractor must update the Principal on a weekly basis.

On completion of work, the Contractor must complete all details in the Service Report and have it signed by Facility Manager/Authorised Person. The fact that the Facility Manager Representative signs the Service Report will not be evidence of the accuracy of anything in the report. The Contractor must leave a copy of the completed Service Report at the Facility to be kept in the Service Report binder. A sample Service Report is at ATTACHMENT 5A.

If all details are not completed or the details provided do not adequately describe the work then the invoice for the work will be rejected.

Notwithstanding any other provision of this Contract, the Contractor will not be entitled to payment of more than \$1,000 for a Callout unless the Contractor has written approval from the Principal to incur a cost (to the Principal) exceeding \$1,000. As soon as it appears to the Contractor that the cost is likely to exceed \$1,000 the Contractor must notify the Principal in writing. If approval is not given, the Contractor is not required to effect so much of the Callout Work as will exceed \$1,000 and must make the site safe.

If the estimated cost of the repair exceeds \$1,000 the Principal reserves the right to call competitive tenders and have the work completed by others.

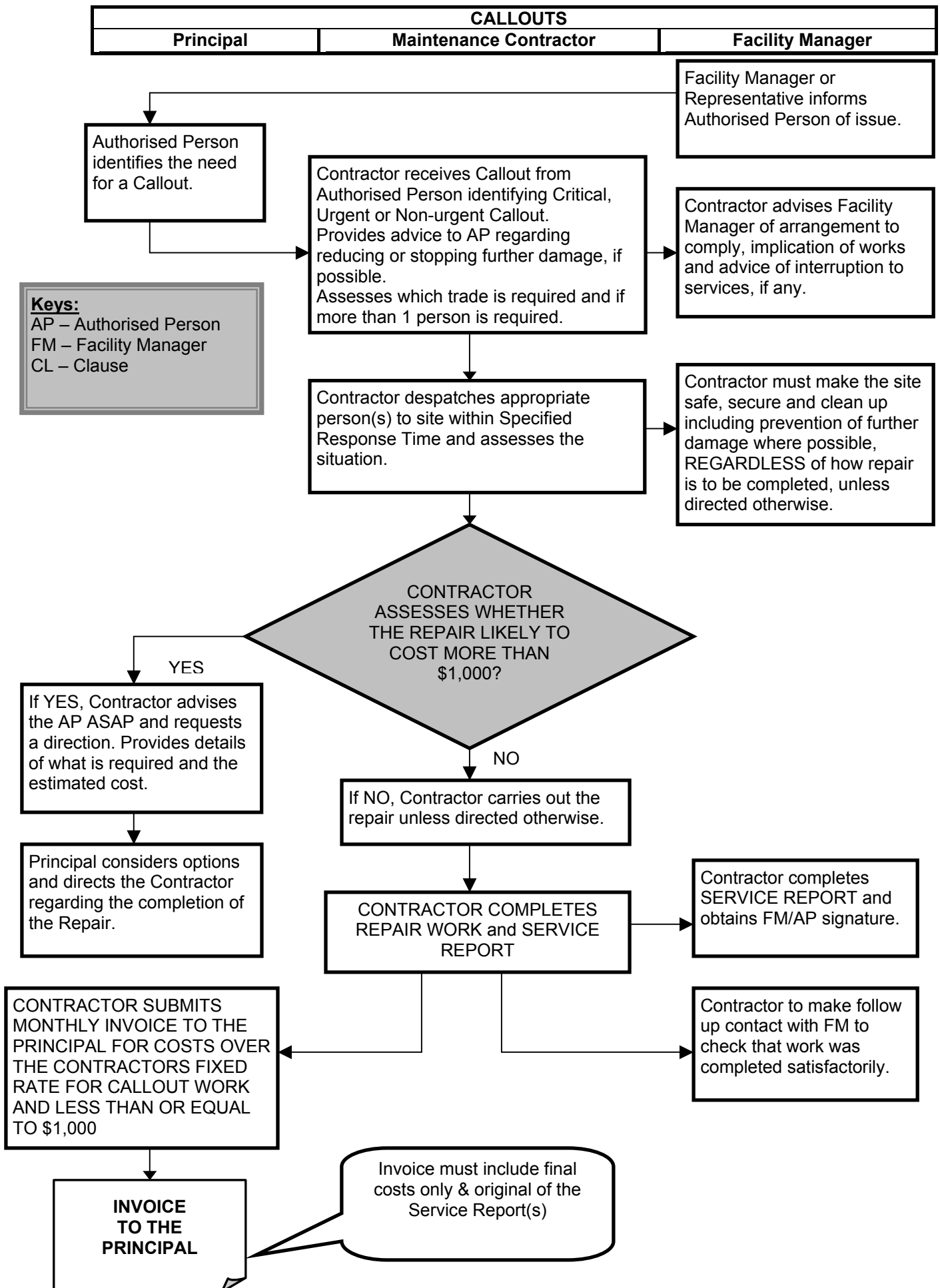
The Principal may direct the Contractor to:

- (a) Complete the work or a specified part of the work at Callout rates;
- (b) Submit a variation quotation for the work or a specified part of the work; or
- (c) Undertake the work or a specified part of the work as a Variation.

5.2. CALLOUT PROCESS DIAGRAMS

The process for Callouts is broadly illustrated in the diagram on following page. Where anything in the following chart differs in any way with the text of this Section or other Sections, the text will take precedence.

SECTION 5: CALLOUTS



5.3. INVOICES FOR CALLOUT WORK

For;

- Callout Work for which the Contractor is entitled to be paid under the Schedule of Rates.

The Contractor should include the amounts claimed in the Contractor's monthly progress claims.

5.4. INTERRUPTIONS TO SERVICES

Where there is likely to be an interruption to any service or site disruption the Facility is to be notified, beforehand where practical, of the time and likely duration of any interruption and/or disruption

5.5. INVESTIGATIONS AND REPORTS

If the Contractor is required to carry out a repair to the same assembly in the same location more than twice, the contractor is required to record this repair and carry out a basic investigation and report in accordance with Clause 4.2.3. This report must be provided to the Principal within 10 working days of the occurrence.

5.6. ATTACHMENTS

The following are the Attachments to this Section: -

Attachment 5A – Service Report with all mandatory information.

ATTACHMENT 5A – SAMPLE SERVICE REPORT

CONTRACTOR'S NAME & LOGO HERE

Complete a Service Report for Callouts

Job number

Date of site visit

Facility name

Facility code number

Type of work

- ☐ Urgent calout
- ☐ Non-urgent Callout
- ☐ Miscellaneous Work
- ☐ Other

Include detailed scope of work and location plan for all work and also include two photographs, one wide angle and one detailed close up for work over \$1,000 with this service report.

Location of work

Building no.

Room no.

Detailed description of work done and location:

Was the job completed?

- ☐ Yes
- ☐ No, if no, what further action required?
- ☐ Site visit
- ☐ Contractor contacted
- ☐ Other

Contractor to initial each item or N/A ↓

Labour (each trade)					QUALITY SELF AUDIT	
Name	Trade	Time in	Time	hrs		
		am/pm	am/pm		All materials comply with contract spec?.	Y N
		am/pm	am/pm		All workmanship complies with contract spec?	Y N
		am/pm	am/pm		Have excess materials been removed from Site?	Y N
Materials and equipment					All workers sign in and out of the site?	Y N
Description				Quantity	Is the site safe and fit for its intended use?	Y N
					Have all hazard been made safe?	Y N

Facility's sign off	
I certify that the performance of the work was satisfactory completed and the above were used on the job.	
Name of Facility Rep.	Position
Signature	Date
Provide full description of the incident::	

Contractor's sign off

The above labour, materials and equipment were used on this job.

Name of Contractor

Company

Signature

Date

END OF SECTION 5 CALLOUTS

4. MAINTENANCE SECTION

4.1 SCOPE OF WORK

The following forms of maintenance works are required to be carried out as part of this contract:

- Preventive maintenance
- Statutory maintenance
- Reactive maintenance

All works must be completed in accordance with the requirements of the Minimum Maintenance and Performance Standards[®].

4.2 BASIC MAINTENANCE OBLIGATIONS

4.2.1 PURPOSE

To enable maintenance to be carried out on a planned approach it is necessary to develop and implement a maintenance system such that the assemblies will equal or exceed the performance levels set in the Minimum Maintenance and Performance Standards[®].

Maintenance requires performing planned routine maintenance, regular servicing, recalibration and record settings, lubrication, overhauling, compliance certification, repair or replacement, and rectification of assemblies to meet the minimum criteria set by the Principal. The Minimum Maintenance and Performance Standards[®] provide the minimum basis for determining appropriate frequencies and activities.

The Maintenance work to be carried by the Contractor will be determined by the Contractor through regular inspections. In addition, the Principal or the Facility Manager may advise the Contractor of Maintenance that is required either urgently or as part of regular Maintenance activities.

The Maintenance work is broadly divided into two types based on the criticality of the various Elements to the operation of the Facility.

The first type is Category A Elements that are critical to the operation of the Facility and must be maintained to ensure that they meet the Minimum Performance Standards continuously. The Contractor is required to regularly monitor the condition and performance of these Elements and carry out Maintenance that ensures that they meet the Minimum Maintenance and Performance Standards[®] continuously (Clause 4.4.1 refers).

The second type is Category B Elements (Clause 4.4.2 refers) that are not usually as critical to the day-to-day operation of the Facility where regular maintenance is required to restore the Elements to the Minimum Maintenance and Performance Standards[®]. The Contractor is required to carry out rectification as required within a specified time (Clause 4.4.3 refers).

Regardless of the Category, any Element which fails to meet the Minimum Maintenance and Performance Standards[®] resulting in a risk to the security, safety and/or weather tightness of the Facility, or could cause damage to other Elements, must be rectified urgently.

4.3 ELEMENTS THAT ARE INCLUDED IN THE MAINTENANCE

4.3.1 ELEMENTS INCLUDED IN THE MAINTENANCE

APPENDIX C contains the Minimum Maintenance Performance Standards[®] for each Element / Assembly. The following elements/assemblies form part of the general maintenance included in this contract:

SECTION 4: MAINTENANCE

1. BUILDING SERVICES GENERAL		
	Element	Assembly
Roof Anchor Points	1 – Roofs	1 - Roof, Awning, Shade & Pergola Structure; Component : Roof Anchors
Roofs, Gutters & Stormwater;	20 – Stormwater	1 – Roofs, gutters, downpipes
Gas Heaters & Gas Manifold System	21 - Gas	2 – Gas Reticulation 3 – Gas appliances & fixtures TAFE GAS Heater Testing (Appendix F)
Electrical Devices	17 - Electrical	1 – Wiring 2 – Switchboards 3 – Electrical Accessories 4 – Electrical Equipment 5 – Fixed & Stationary Electrical Appliances
TMV & Backflow	18 - Water	2 – Cold water (Backflow) 3 – Hot water (TMVs)
Spray Painting Booths ¹ see relevant Elements/Assemblies	12 - Fitments 17 - Electrical 22 – Mechanical	1- Fixed; Component - Booths 1 - 3 – Wiring, Switchboards, Accessories 1, 6 – Fans; Heat Exchangers
Emergency & Exit lighting and Signs	17 - Electrical	10 – Emergency Fire Exit lighting systems
Fume Cupboards	12 – Fitments	1 - Fixed; Component : Fume Cupboards
Kitchen & Cafeteria Equipment	12 – Fitments	6 – Kitchen equipments
Oil Separator System ¹ see relevant Elements/Assemblies	24 – Pumps (20 – Stormwater)	1 – Pumps (incl Accessories) 3 – Piping, Drain, Culvert (Pits)
AutoDoors & Roller Shutters	7- Windows, Doors 17 - Electrical 25 – Motors	1 – Doors 23 – Access Control Systems 1 – Motors excl Attachments)

2. LIFTS, HOISTS AND CRANES		
Lifts, Hoists & Cranes	17 - Electrical 25 – Motors	18 – Lifts 20 – Hoists & Cranes ^{Note 2} 1 – Motors (excl Attachments)

3. Mechanical Services		
HVAC	22 – Mechanical 24 – Pumps 25 – Motors	1 – Ventilation 2 – Evaporative Cooling 3 – Ducted Air Conditioning 5 – Split Air 6 – Central and Space Heating 1 – Pumps (incl Accessories) 1 – Motors (excl Attachments)
Pressure Vessels	17 - Electrical	20 – Hoists & Cranes – Component – Pressure Vessels
Exhaust Systems ³ see relevant Elements/Assemblies	22 - Mechanical	4 – Dust Extraction – including **Smog Hogs, Rupes Arms, Vehicle and Kitchen Exhaust
Cool Rooms & Freezers	12 – Fitments	4 – Cool Rooms 5 – Refrigeration Equipment

4. Fire Fighting and Detection Systems		
Fire Hydrant Systems	23 – Fire 24 – Pumps	3 – Fire Extinguishing System 1 – Pumps (incl Accessories)
Automatic Detection & Alarm (EWIS)	23 – Fire	2 – Fire & smoke detection, fire & smoke alarm
Fire Doors	23 – Fire	1 – Smoke control system

4.3.2 WIRING AND AUXILIARY CONTROL EQUIPMENT

The Contractor is responsible for the maintenance and performance of all final sub circuit wiring, including all control circuit wiring/equipment associated with all elements/assemblies included in the Contract.

This includes, but is not limited to, all thermostats, relays, contactors, isolating switches, time switches, switch panel and all other control equipment such as all circuit breakers and other circuit protection equipment associated with all elements/assemblies.

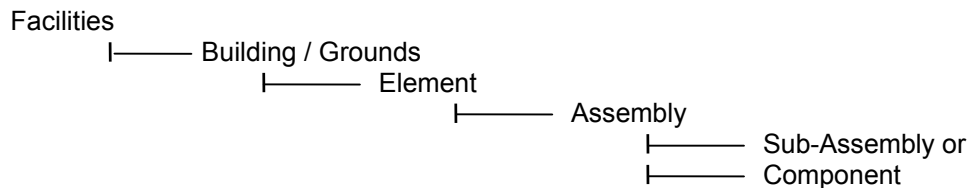
4.3.3 TERMINOLOGY IN THE MINIMUM MAINTENANCE AND PERFORMANCE STANDARDS®

The Minimum Maintenance and Performance Standards®, uses a number of terms which are critical to their use. These terms include the following:

a) Elements, Assemblies, Sub-assemblies and Components

Throughout this contract, and particularly in the Minimum Maintenance and Performance Standards®, the terms used are based on the meanings as defined in **SAA HB50-2004** Glossary of Building Terms. If the term is not defined in the Glossary then the definition in the Pocket Oxford Dictionary has been used.

The Standards divide the asset on the following basis, using definitions from HB50-2004 Glossary of Building Terms:-



An Element is “a part of a building or structure having its own functional identity, such as a footing, floor, wall, stairway or roof”.

Elements are generally composed of Assemblies which are “an aggregate of building components used together for a specific purpose, such as a door or window assembly”.

Components are “a building product manufactured as a distinct unit for which length, width and thickness dimensions are specified.” Hence, Components are the most basic level.

In some cases, this most basic level is not relevant or practical because replacement is usually carried out at a Sub-assembly level eg. a latchset, a window remote control, electrical enclosures, switches.

b) Key Results Areas (Attribute)

Service: measures the function that is delivered by the assembly and the success of the preventive and statutory maintenance program in ensuring the assembly continues to operate at the defined level of performance.

Reliability: measures the extent to which the assembly must be available and the success of the preventive and statutory maintenance program in achieving the acceptable level of reliability.

Condition: measures the condition of the assembly against the minimum performance Facility Maintenance Standards.

Compliance: measures the extent to which the assembly complies with all statutory requirements and codes.

c) Response Time for Rectification (Reactive Maintenance)

The rectification of unacceptable conditions or performance often requires a repair or replacement. A repair generally involves replacing the assembly, sub-assembly or component in full or in part.

The defect (unacceptable conditions or performance) may be recognised by an inspection by the Contractor or may be identified by the Principal or Authorised Representative. Where a defect is identified by the Principal or Authorised Representative, and notified to the Contractor, the Contractor shall act upon it as though it had been recognised by a periodic inspection carried out by the Contractor.

The timing of the response (Response Time) is the maximum time between recognition of the defect and the completion of the appropriate response.

The maximum Response Time from the time of inspection or notification is specified in Clause 5.1, unless directed otherwise by the Principal.

Such failures may include, but are not limited to, the following:

- where the Element / Assembly does not comply with Occupational Health and Safety requirements;
- where the Assembly cannot be used as it was intended eg. cooling or air-conditioning failure;
- where the Element/Assembly does not comply with all Statutory requirement and codes.

Where the failure poses an immediate threat to occupational health and safety of the users, advise the Authorised Representative immediately and jointly agree on the appropriate action(s). Such action(s) may include, but is not limited to, isolating the threat, shutting down an assembly, fencing off an area, evacuation, taking protective actions and/or carrying out an immediate temporary or permanent repair.

Written advice is to be provided to the Principal on all such occurrences.

d) Identified Section and Unit

For the purposes of establishing when certain actions may be required and/or to allocate risk, the Standards require the Contractor to determine and record the extent of replacement that is to be carried out to rectify the Unacceptable Performance. The Standards specify the Units that are to be used to measure this replacement.

e) Minimum Replacement Size

In determining the extent of replacement required, the assessor is required to take account of the Minimum Replacement Size specified in the Standards for each material type. This Minimum requirement has been set to ensure that the rectification work meets a minimum standard of quality and integrity.

f) Contractor's Replacement Responsibility

The prices for Preventative Maintenance must include the cost of all replacements of each sub-assembly or component up to the Contractor's Replacement Responsibility as stated in the Minimum Maintenance and Performance Standards® for each sub-assembly and component and each material.

The Contractor's Replacement Responsibility will not be decreased for replacement carried out as an Essential Repair. A Variation will only be for the work beyond the Contractors Responsibility.

g) Replacements of Items where the Contractor has No Replacement Responsibility

The Minimum Maintenance and Performance Standards[®] also identify sub-assemblies and components that Contractors has no replacement responsibility. When the replacement of one of these sub-assemblies and components is identified, the Contractor will be required to investigate and submit a report to the Principal within four (4) weeks on the condition of the remaining sub-assembly or component including the estimated cost, time and inconvenience resulting from the options available.

This decision for this replacement can only be made by the Principal. The Principal will take account of the available funds as well as the particular circumstances of each sub-assembly or component, before issuing a direction to proceed.

After considering the report the Principal will direct the Contractor on what action is required. This direction may or may not result in a variation to the contract.

h) Options for Increased Contractor's Replacement Responsibility

The Principal may elect to increase the Contractor's replacement responsibility by 20% or 10% of selected sub-assemblies or components which Contractor has no Replacement Responsibility.

If either one of the option is accepted by the Principal the Contractor will be responsible for the cost of replacements of the selected sub-assemblies or components up to and including the accepted Contractor's Replacement Responsibility.

4.4 BASIC MAINTENANCE REQUIREMENTS

In carrying out all Maintenance under the Contract, the Contractor must comply with the following basic requirements:

- Replace "like with like". Comply with the specified requirements for the *Design* and construction of the Works;
- Servicing and Preventative Maintenance must ensure that the Minimum Maintenance and Performance Standards[®] are maintained as required by the Contract; and
- Servicing and Preventative Maintenance must be as recommended by the Manufacturer / Supplier / Installer and ensure that the Manufacturer's / Supplier's / Installer's warranty conditions are met.

4.4.1 CATEGORY A ELEMENTS – HIGH LEVEL OF MAINTENANCE

The Category A Elements are all Elements/Systems/Facilities that are critical to the security, safety and health of the Facility and its users, staff and students. They include, but are not limited to, the following:

- Electrical Power and Emergency Power Supplies
- Fire Detection and Fighting Systems
- TAFE administration areas
- Mechanical heating, ventilation and air conditioning systems
- All lifts and vertical lifting devices
- Gas heaters

Carry out preventative maintenance of Category A Elements to ensure that they meet the Minimum Maintenance and Performance Standards[®] continuously.

4.4.2 CATEGORY B ELEMENTS – STANDARD LEVEL OF MAINTENANCE

The Category B Elements are all Elements that are not Category A Elements. They are

SECTION 4: MAINTENANCE

Elements that are not usually critical to the security, safety and health of the Facility and its users, staff and students. Their condition does not normally deteriorate quickly.

Notwithstanding the above, any failure that puts security, safety, health or weather-tightness at risk, or could result in damage to other elements, must be rectified urgently.

4.4.3 RESPONSE TIMES

The Response Times to rectify any unacceptable conditions or performance not complying with the Minimum Maintenance and Performance Standards® for each Category of Elements are as follows:

CATEGORY	RESPONSE TIMES	
	Preventative & Statutory Maintenance	Reactive Maintenance
A	The Maintenance must be carried out on a preventative basis to ensure continuous compliance with the Minimum Performance Standards.	Any failure – 2 working hour, unless directed otherwise.
B	The Maintenance must be carried out in accordance with Program from the commencement of each Contract year.	Failures that put security, safety, health or weather-tightness at risk, or could result in serious damage to other elements: – 2 working hours from the time of notification, unless directed otherwise. Other failures - 8 working hours from the time notification, unless directed otherwise.

4.4.4 FAILURE TO COMPLY

The Contractor must complete all Preventative Maintenance in accordance with the program for the Contract Year unless otherwise stated.

Submit six-monthly reports and signed certifications with the claims for payments that either:

- a) Preventative Maintenance including the updating of Service Maintenance Manual has been completed in full; or
- b) Sets out full details of:
 - i. Any work for Preventative Maintenance remaining to be completed;
 - ii. The Contractor's reasons for not completing that work by the due date for completion and;
 - iii. The Contractor's proposed program for completion of the remaining work.

The Principal may at its absolute discretion choose to accept or reject the Contractor's proposed program for completion of the outstanding Preventative Maintenance works.

FAILURE TO COMPLY: If the Contractor fails to complete all of the required Preventative Maintenance at a Facility then no payment for those Facilities will be due to the Contractor. The Contractor will only be paid its entitlement upon the completion of the works and the provision of all of the required documentation. (See Section 2: Preliminaries Clause 3.1.4)

If the Contractor fails to carry out the Preventative Maintenance within the approved extended program, or if the Principal does not accept the proposed program for the completion, the Principal may engage others to carry out and complete all or any amount of the outstanding

Preventative Maintenance. The actual costs incurred by the Principal in relation to the work will be a debt due from the Contractor to the Principal.

A service fee of \$750 plus the cost of the works, as valued by the Principal, will be a debt due from the Contractor to the Principal. The service fee of \$750 is for the Principal's costs for arranging the additional resources required for works.

4.4.5 FAILURE TO RESPOND

The recognition of a failure by the Contractor, or notification of a failure by the Principal or the Facility Manager, shall be deemed to be a Defect Notice in accordance with the Contract. The Response Times above shall be deemed to be the "time specified in the Defect Notice".

If the Contractor fails to rectify the defect (failure) within the Response Time, in accordance with the Contract the Principal may have the defect (failure) made good by others, and the cost, including a service fee of \$750 for the Principal's or Facility Manager's costs in arranging the work, is a debt due to the Principal.

Nothing in this clause:

- reduces the **Contractor's** warranties and other liabilities and obligations under the **Contract**; or
- affects the **Principal's** common law right of damages.

4.5 PERIODIC INSPECTIONS GENERALLY

4.5.1 ACCREDITATION OF INSPECTORS

The Contractor must carry out periodic inspections using only trained and accredited inspectors approved by the Principal. These inspectors must have at least the relevant trade qualifications, experience with the contract requirements and also appropriate post-trade qualifications or significant experience in the maintenance and construction of buildings.

The Contractor must maintain records of the names of which inspectors have carried out the inspection at every Facility. These records may be used by the Principal to audit the quality of the inspections carried out by a particular inspection.

4.5.2 TIMING OF INSPECTIONS

The Contractor is to carry out regular monitoring inspections of the Assemblies at each Facility. The frequency of the monitoring inspections will be determined by the Contractor for each Element/Assembly but must be no less than once every 12 months.

The initial inspection must be completed in the 20 days commencement period - refer Clause 3.6.3.

Category A Elements

For Category A Elements, carry out regular inspections of the Elements while carrying out preventative maintenance.

Determine the frequency of additional inspections for each Element / Assembly consistent with the:

- Nature of the defects / failures likely to occur;
- Supplier's / manufacturer's requirements / recommendations;
- Appropriate remedial action and response time required, and
- Requirement to continuously meet the Minimum Performance Standards.

Update the data after each subsequent inspection. Submit to the Principal and the Facility Manager, every three months during each Contract year, an update inspection report listing

the additional unacceptable conditions or performance identified during the previous 3 months, the date identified and the actions taken to rectify them.

Category B Elements

For category B elements, carry out regular inspections of the elements while carrying out preventive maintenance.

4.5.3 INVESTIGATIONS AND REPORTS

When the inspection indicates that an element/assembly is beyond economical repair, the Contractor will be required to carry out a Basic Investigation and Report of the condition of the remainder of the sub-assembly or component including the estimated cost, time and the options available. Submit these reports within 4 weeks of the inspection.

The Basic Investigation and Report will be brief, usually requiring, but not limited to, less than 4 hours and less than 2 pages - the Contractor must prepare a suitable pro-forma for the purpose. It must be presented in neat, legible handwriting. Resubmit in typed format at no additional cost where, in the opinion of the Principal, the writing is not legible.

The Basic Investigation and Report would typically require the knowledge and experience of a licensed builder, electrician or plumber, etc as applicable.

An outcome of the basic investigation may be a further Detailed Investigation and Report is required. The Detailed Investigation and Report may include detailed inspection, removal, exhumation, sampling and testing. The cost of removal, exhumations, sampling, testing and any consequent restoration work will be payable as a variation. Obtain the Principal's approval before carrying out any Detailed Investigation and Report involving additional cost. If the Principal agrees, a Specialist Report will be directed as a variation to the contract.

After receipt and consideration of the Report, the Principal will direct the Contractor as to what further action is required, if any. Such directions, targeted to be issued by 1 October each year, may include a direction to take no action; to carry out repairs; to carry out a replacement; to carry out further monitoring; or to undertake further investigations. The target date of 1 October is provided as a guide only and cannot be relied upon.

4.6 MAINTENANCE MANAGEMENT SYSTEMS

4.6.1 ESTABLISHMENT OF MAINTENANCE MANAGEMENT SYSTEM

The contractor must develop and implement a maintenance management and control system. The maintenance management and control system must provide full details of all aspects of maintenance planning, monitoring, control, maintenance activities and frequencies, compliance testing and reporting for each Facility.

No later than 20 working days after acceptance of the Contract, the Contractor must submit the maintenance management system including a detailed plan for each Facility to the Principal.

A copy of the detailed plan must be placed in the Facility service manual.

4.6.2 MAINTENANCE MANAGEMENT SYSTEM

The Maintenance Management System will require ongoing development, amendment and updating during the Maintenance Period and as a minimum, must include and address:

Service Maintenance Manual (Clause 4.7.5 refers)

Asset Register (Clause 3.1.3 refers)

Other Maintenance Procedures - The Maintenance Management System must include clause

GENERAL PROVISIONS IN SECTION 3.

4.6.3 COORDINATION OF THE MAINTENANCE WORKS

The Contractor must coordinate all of the Maintenance works with the Facility Manager to ensure that the impact of the Works on the operation or use of the Facility is minimised.

Where the Maintenance prevents the operation or use of the Facility, carrying out the Works outside of the normal hours of operation and use may be necessary. There will be no additional payment by the Principal if this is required.

The decision on whether the work activities will prevent the use or operation of the facility will rest solely with the Facility Manager at his/her absolute discretion.

Where the Maintenance will cause an unavoidable disruption to the use or operation of the facility, liaise with the Facility Manager and ensure that the disruption is minimised.

4.7 PREVENTIVE, STATUTORY & REACTIVE MAINTENANCE

4.7.1 GENERAL

Preventive, statutory and reactive maintenance means any work (except *Preventive and Statutory Maintenance Exclusions*) required to ensure all elements, assemblies or parts thereof detailed in this Clause comply with the minimum performance standards and all statutory requirements. This includes (without limitation) the nominated cleaning, routine maintenance, planned servicing, recalibration and record settings, lubrication, overhauling, compliance certification, repair or replacement of each element, assembly or part thereof.

Preventive, statutory and reactive maintenance includes:

- Regular cleaning or servicing such that:
- The assemblies continue to operate at the defined level of performance;
- Reliability of the assemblies remains within the defined limits;
- The manufacturer's servicing requirements are met and satisfied;
- The manufacturer's typical economic life will be achieved;
- All statutory requirements are complied with.
- Determine appropriate frequencies and activities by adopting a demonstrated and approved methodology;
- Undertake testing, visual inspections, and minor adjustments and replacement of consumable items including lamps at appropriate frequencies to ensure operation of the assemblies at the defined level of performance; and
- Undertake compliance certification as required to meet statutory requirements and provide certification reports to the Principal
- Obtain licences and maintain registers;
- Updating operating and maintenance manuals
- Repair or replacement of each element, assembly or part thereof to ensure the operations of the elements and assemblies are at the defined standards.

Carry out preventive maintenance on all elements in Category A and the following elements that require regular servicing to ensure they meet the Minimum Maintenance and Performance Standards.

The Contractor must provide certification in writing to the Principal of compliance as required to meet all statutory requirements and relevant Australian Standards (Facility Maintenance Standards refer) of all nominated services.

Preventive & statutory maintenance exclusions means the following:

- Maintenance on works not carried out as part of this Contract (refer to Clause 3.4);
- Additional items supplied and installed by others;
- Repair required which is solely due to damage not consistent with facility use;
- Repair required which is solely due to wilful damage, burglary, storms, fire, flood;

4.7.2 EXTENT OF WORKS

Carry out preventive and statutory maintenance on the following items that require regular servicing to ensure they meet the Minimum performance standards. The Contractor must provide certification in writing to the Principal of compliance as required to meet all statutory requirements and relevant Australian Standards (Facility Maintenance Standards refer).

Notwithstanding the requirements of the Standards, the Contractor must carry out the following preventive and statutory maintenance tasks at all facilities:

1. BUILDING SERVICES GENERAL

i) Roof, Gutters and Downpipes Cleaning & Roof Anchor Points

Thoroughly clean all gutters (including box gutters, valley gutters and rainwater heads) and downpipes, and roof surfaces one (1) metre beyond the gutter removing all loose debris and any accumulated material. Repeat this work as required to satisfy standards in the contract year. These must be carried out between May to July and November to January. The Contractor must also advise the Principal immediately and seek instruction for any unacceptable build up of debris, guano etc on roofs beyond the one (1) metre limit. Inspection and certification of roof anchor points as required by statutory requirements.

ii) Stormwater System Cleaning

Thoroughly clean out all stormwater pits, grated drains and sumps and covers and stormwater service pipelines removing all loose debris and any accumulated material. Carry out this work as required to satisfy standards in the contract year in conjunction with one of the roof, gutter and downpipe cleaning services. (SWSI Maintenance Schedule 31 refers for information only).

iii) Room Gas Heaters

Provide maintenance service for Gas Heaters ensuring all relevant statutory authority and manufacturers' operational specification supported and statutory required signage installed on gas heaters. Provide a report documenting results. Repeat this test annually between January and April. Contractor is to complete DET Inspection Check list and Gas Heater Maintenance template (Appendix F) for all heaters excluding LB90 series.

iv) Gas Manifold Systems

Provide maintenance service for gas manifold systems in accordance with associated statutory requirements. Services to coincide where possible with college vacations. Provide certification as required.

v) Electrical Devices

Provide maintenance service for main electrical switchboards, electrical distribution boards, RCD earth leakage devices and emergency stop buttons. Testing and time testing of residual current devices (RCD) and Earth Leakage Circuit Breaker (ELCB) fitted to switchboards. Services to coincide where possible with college vacations. Provide certification as required.

vi) Thermostatic Mixing Valves (TMV) and Backflow Prevention Devices

Provide maintenance service for TMV and Backflow Prevention Devices in accordance with all relevant statutory requirements. Provide certification as required.

vii) Spray Painting Booths (incl Automotive)

Provide maintenance service for full down draught dry floor and wet floor waste spray painting booths (incl automotive) in accordance with associated statutory requirements. Services are to be performed to coincide with student vacations.

viii) Emergency Evacuation & Exit Lights

Provide maintenance service for emergency evacuation and exit lights in accordance with AS3000 and AS2293.2. Due to the nature of some of the work and restrictions on timing of possession of buildings or facilities, the work may be performed as an annual rolling program. Services to coincide where possible with college vacations. Provide certification as required.

ii) Oil Separators

Provide maintenance service for oil separators. Repeat work as required to satisfy standards in the contract year. These must be carried out between February to May and August to November. Services to coincide where possible with college vacations. Provide certification as required.

ix) Fume Cupboards

Provide maintenance service for fume cupboards in accordance with associated statutory requirements.

x) Kitchen & Cafeteria Equipment (teaching kitchens)

Provide maintenance service for kitchen equipment in accordance with all relevant statutory and manufacturers requirements. Services to coincide where possible with college vacations.

xi) Automatic Doors and Roller Shutters

Provide maintenance service for automatic doors and gates in accordance with all associated statutory requirements.

2. LIFTS, CRANES & HOISTS**i) Cranes, overhead travelling Class 2, 3, 4 & 5**

Provide maintenance service for cranes in accordance with all relevant statutory requirements. Provide certification as required.

ii) Lifts (Passenger and Service) and Hoists (Chain and Wire Rope, and Vehicle)

Provide maintenance service for passenger and service lifts; chain, wire rope and vehicle hoists in accordance with all relevant statutory requirements. Provide certification as required.

3. MECHANICAL SERVICES**i) Heating, Ventilation and Air Conditioning and associated building environmental control systems, including split-ducted systems >15Kw; cooling tower water treatment, air compressors, boilers, furnaces etc**

Provide maintenance service for all associated air conditioning systems and cooling tower water treatment in accordance with all associated statutory requirements. Provide certification as required.

iii) Pressure Vessels

Provide maintenance service for pressure vessels. Carry out all external inspections of tanks and pressure vessels at each college as required by relevant Australian Standards. Repeat at approximately twelve (12) month intervals between April to June. Provide certification as required.

iv) Dust Extraction, Ropes Arms, Smog Hogs and Exhaust systems

Provide maintenance service for exhaust systems (include kitchen and vehicle), dust extraction &

smog hogs for all assemblies including taps (gas and water), exhaust fans, power outlets, and doors in accordance with associated statutory requirements.

v) Cool Rooms & Freezers

Provide maintenance service for cool rooms & freezers in accordance with all relevant statutory requirements.

4. FIRE FIGHTING AND DETECTION SYSTEMS

i) Fire Fighting Systems

Provide maintenance service for fire fighting systems including fire hydrant systems and automatic fire sprinkler systems (wet pipe) in accordance with all relevant statutory requirements. Test frequencies are dependent upon the element item and statutory requirement. Contractor to co-ordinate periodic certification tests and ensure that these are completed to controlling statutory authority requirements. Services to coincide where possible with college vacations.

ii) Fire Detection and Alarm Systems

Provide maintenance service for automatic fire and smoke detection and alarm systems including emergency warning and intercommunication systems (EWIS) in accordance with all relevant statutory requirements. Test frequencies are dependent upon the element item and statutory requirement. Contractor to co-ordinate periodic certification tests and ensure that these are completed to controlling statutory authority requirements. Services to coincide where possible with college vacations.

iii) Fire Doors

Provide maintenance service for fire doors in accordance with all relevant statutory requirements. Test frequencies are dependent upon the element item and statutory requirement. Contractor to co-ordinate periodic certification tests and ensure that these are completed to controlling statutory authority requirements. Services to coincide where possible with college vacations. Provide certification as required.

4.7.3 RECTIFICATION

Preventive Maintenance also involves rectifying the Unacceptable Conditions or Performance identified in periodic inspections to restore the assembly to the Minimum Performance Standard.

Rectification work is the replacement of part or all of the assembly, sub-assembly or component to meet the Minimum Maintenance and Performance Standards

There are exceptions where rectification involves other than replacement as follows:

- where the Minimum Replacement Size is less than the whole sub assembly or component;
- where loose components may be tightened or adjusted, if possible eg. fixings, brackets, fasteners, machine parts
- where cleaning may be all that is required;
- where inoperable sub-assemblies can be made operable by adjustment.

Rectification works involving synthetic substances such as epoxy and other products specifically marketed for use in repairs; patches and splices using smaller sized replacements; and the use of second hand materials, are not permitted.

The Principal will randomly audit Rectification/Preventive Maintenance works carried out under this Contract.

4.7.4 REPAIR OR REPLACEMENT TO ENSURE OPERATION TO STANDARDS

The Contractor is responsible for the full cost of replacements of the sub-assemblies or components identified in Appendix C – Maintenance and Performance Standards.

All costs required for supply and installation required for all repairs or replacement of each element, assembly or part thereof to ensure the operations of the elements and assemblies are at the defined standards are included in this contract. Repairs and replacement costs will include supply and installation costs of new unit to replace existing faulty units of all labour and material costs, at any site.

Replacements are in two (2) categories:

i) Replacements not requiring a direction by the Principal.

These are replacement of part or all of an assembly, sub-assembly or component in order to rectify an unacceptable condition or performance up to the Contractor's Replacement Risk Limit.

ii) Replacements directed by the Principal

This is the replacement of all, or the remainder of, an assembly, sub-assemblies and/or components where at least part exhibits an unacceptable condition or performance, and a direction has been given by the Principal to carry out a full replacement or to complete the replacement.

Circumstances where this may arise include:

- Where it can clearly demonstrated by the Contractor to the satisfaction of the Principal that an assembly and /or component is beyond economical repair. In this case the Contractor must provide a report and the evidence as to why it is not possible to repair the assembly, sub assembly and/or component (i.e., parts are no longer available); or
- Where replacement is directed by the Principal other than under a) above.

The Principal may consider reports from the Contractor for the replacement of individual assemblies, sub assemblies and components that are considered the contractor to be beyond economical repair. If approved, the Principal will only be liable to pay the above the Contractor's replacement responsibility of the invoiced price for any new assembly, sub assembly or component. All installation works and any other costs necessary with the replacement will be paid for by the Contractor at its full cost.

The replacement of the component of the individual sub- assemblies and components approved by the Principal will be paid as a variation where this is directed.

Note: The Principal reserve the right to seek competitive tenders for the replacement work where it is in excess of \$10,000 in value, and to have the work carried out by others. Where the replacement work carried out by others overlap, the contract will be adjusted by the variation based on the value of the overlapping replacement work which is deemed to be included in the tendered prices.

4.7.5 SERVICE MAINTENANCE MANUAL

4.7.5.1 GENERAL REQUIREMENTS

The Contractor must provide a detailed Manual for the preventive maintenance and must document this in the Service Maintenance Manual for each Facility. The Manual must detail how the Contractor will ensure that the preventive maintenance is carried out in accordance with the Contract and fully describe the requirements and procedures for all preventive maintenance work including servicing schedules. The Service Maintenance Manual may be contained in more than one volume as required.

The service manual must be provided to each facility within 20 working days of the acceptance of the Contract. [Clause 4.6.1 refers]. The Contractor must also provide to the Authorised Person within 20 working days of the acceptance of the Contract the servicing schedule for each facility

in electronic format. (Refer to Attachment A - Sample of the servicing schedule)

4.7.5.2 SPECIFIC SERVICE MAINTENANCE MANUAL REQUIREMENTS

As a minimum, the Service Maintenance Manual must include and address:-

- Contract Works Description - A description of the physical elements of the Works including the mechanical and electrical plant and other key aspects;
- Inspections and Testing – Include an overall plan for the inspection and testing of the assemblies to meet the requirements of the Facilities Maintenance Standards. Group individual Elements / Assemblies so that the frequency of inspections and testing of any particular Element / Assembly is not less than the minimum inspection and testing frequency given in the Minimum Maintenance and Performance Standards® for that Element / Assembly;
- Maintenance Procedures – Procedures for each of the maintenance activities used to maintain the element / assembly and material/component, including preventive maintenance work, as listed in the Standards;
- Permanent Plant and Equipment Inventory - The inventory must detail all plant and equipment together with associated data located at each Facility. This must be in the format of the Building Services/Equipment Facility Register provided with this Contract. [Clause 3.1.2 refers];
- Manufacturers' technical literature for all comments, circuit details, operating and maintenance instructions;
- A copy of manufacturer's guarantees or warranties and procedures in place and the arrangement to enforce same;
- Maintenance Procedures for each of the maintenance activities used to maintain the Element / Assembly:
 - All procedures; materials used/consumed
 - Test results; start up
 - Operating and shutting down instructions
 - Schedules of calibration of equipment and settings made at commissioning /completion.
- Details of expected life of all material and method statements for the replacement of such items, comments for future maintenance actions and notes covering the condition of installation.
- Lubrication schedules and list of recommended lubricants
- Details schedule of recommended external cleaning and frequency
- Procedures for faults finding, repair and replacing defective items
- Schedule of tools necessary for maintenance and repair including test equipment. These are to be new condition and calibrated. Method of storage of such items.
- A list of normal consumable items
- Emergency procedures, including help phone numbers for emergency services.
- Include pages recording the operational and maintenance activities performed and results for each service.
- Record drawings (CAD and hard copy); and
- Test and Compliance Certificates signed and witness by the inspecting authority.

4.7.5.3 UPDATING SERVICES MAINTENANCE MANUAL

The Service Maintenance Manual must be updated to record information on all work/inspections/testing undertaken during the Contract period and all new plant and equipment installed in each Facility.

The Contractor is also responsible to update all existing Operation and Maintenance Manuals to include any amendments/additions to the systems, plant and equipment.

The servicing schedule must be updated on a weekly basis as a minimum or as the service is completed at each facility. The Principal will monitor this and use the information for auditing purposes. This requirement will also be a condition of payment for each service for the works included in Section 4, clause 4.7.2.

4.8 SPECIAL CONTRACT REQUIREMENTS

4.8.1 DAMAGE NOT CONSISTENT WITH FACILITY OPERATION

4.8.1.1. MAINTENANCE THAT THE CONTRACTOR MUST PERFORM, DOES NOT INCLUDE THE RECTIFICATION OF DAMAGE THAT IS THE DIRECT RESULTS OF;

- Wilful damage by students, staff or visitors or,
- Students, staff or visitors using it wrongly or for a purpose for which it was not intended,
- Accidental damage by students, staff or visitors

4.8.1.2 DAMAGE IS NOT WILFUL IF IT IS THE RESULT OF;

- (a) Everyday use of the assembly by students, staff and visitors.
- (b) Facility operations including but not limited to frequent use of and movement of;
 - Facility users and visitors throughout the Facility;
 - Doors, windows and other moveable elements/assemblies or part thereof;
 - Furniture and equipment within the Facility;

The Contractor must allow for a higher degree of wear and tear, than would be expected outside the Facility environment, in these circumstances.

Notwithstanding this Clause 4.5.1 all unacceptable conditions or performance must be recorded during inspections and noted in reports.

4.8.1.3. WHERE THE CONTRACTOR CONSIDERS THAT THE RECTIFICATION IS NOT REQUIRED TO BE CARRIED OUT AS AN ITEM OF MAINTENANCE THEN;

- a) The Contractor must note that fact in the inspection and separately notify the Facility Manager and the Principal of the damage and the cause.
- b) the Principal in conjunction with the Facility Manager will investigate and make a determination whether the damage is wilful damage or a result of misuse, and provides a direction to the Contractor.
- c) if the damage is determined to be the result of wilful damage the Principal will refer the matter to the DET Facility Manager.
- d) the Contractor must not carry out any work with respect to wilful damage unless directed to do so by the DET Facility Manager or the Principal.
- e) if the Principal determines the damage to the item is result of wilful damage and misuse, the Contractor will have no responsibility for the maintenance of the item until it is satisfactorily rectified.

ATTACHMENTS

The following are the Attachments to this Section:-

Attachment 4A – Minimum Maintenance Program information

SECTION 4: MAINTENANCE

ATTACHMENT 4A – MINIMUM PLANNED PREVENTIVE MAINTENANCE PLAN

	Item for P.M.	Resource	Frequency	Scope of Service	Certification	Safety Test	Data Sheet	Ref. Standard	Date			
	Define legend for terminology details.											
1	BUILDING SERVICES GENERAL											
1.1	Roofs, gutters & stormwater											
1.1.1	Roof Anchor points											
1.3	Gas Heaters											
1.4	Gas manifold system											
1.5	Electrical											
1.5.1	Switchboards (Electrical Distribution Boards etc)											
1.5.2	RCD/ELCB earth leakage devices											
1.5.3	Emergency stop buttons etc											
1.6.1	Thermostatic mixing valves											
1.6.2	Backflow prevention devices											
1.8.1	Auto spray painting booth (wet)											
1.8.2	Auto spray painting booth (dry)											
1.9	Emergency & evacuation lights											
1.10	Fume Cupboard											
1.11	Kitchen & Cafeteria Equipment											
1.11.1	Ovens etc											
1.11.2	Gas equipment											
1.11.3	Water chillers											
1.11.4	Water heaters/Boilers											
1.11.5	Bain-marie											
1.11.6	Microwave Oven											
1.12.1	Automatic doors											
1.12.2	Roller shutters											
1.13												

SECTION 4: MAINTENANCE

	Item for P.M.	Resource	Frequency	Scope of Service	Certification	Safety Test	Data Sheet	Ref. Standard	Date				
2	LIFTS, CRANES & HOISTS												
2.1	Lifts												
2.2	Hoists												
2.3	Cranes												
2.3.1	Overhead Traveling Class 2												
2.3.2	Overhead Traveling Class 3												
3	MECHANICAL SERVICES												
3.1	Air Conditioning Systems												
3.1.1	Air Handling Units												
3.1.2	Spilt Units												
3.1.3	Oil Separators												
3.1.4	Air compressors												
3.1.5	Cooling Tower water treatment												
3.1.6	Switchboards												
3.1.7	Gas ducted furnace												
3.1.8	Filters												
3.1.9	Boiler												
3.1.10	Pumps												
3.1.11													
3.2.	Pressure Vessels												
3.3	Exhaust systems												
3.31	Kitchen exhaust												
3.3.2	Vehicle exhaust												
3.3.3	Dust extraction units												
3.3.4	Smog Hogs												
3.3.5	Rupes Arms												
3.3.6	Exhaust fans (eg kitchen hood)												
3.4.1	Cool rooms												
3.4.2	Freezers												

SECTION 4: MAINTENANCE

	Item for P.M.	Resource	Frequency	Scope of Service	Certification	Safety Test	Data Sheet	Ref. Standard	Date				
4	FIRE PROTECTION SERVICES												
4.1	Fire hydrant system												
4.2	Auto fire sprinkler system												
4.3	Auto fire detection & alarm system												
4.3.1	EWIS												
4.4	Gas fire suppressed system												
4.5	Fire doors												
4.5.1	Inspect exit doors												
	LEGEND												
	EXCLUSIONS												

END OF SECTION 4 - MAINTENANCE

8. FINANCIAL INFORMATION

8.1. GENERAL

To ensure records of the costs of maintaining Institutes and carrying out the works under the Contract are available for use in asset management planning within TAFE. The Contractors will be required to provide the following Financial Information for each Facility with their monthly invoice.

- Preventative, Statutory & Reactive Maintenance;
- Callouts;
- Other Services;

The Contractor will submit the monthly claim for payment on electronically as well as a printed copy.

8.2. MAJOR COMPONENTS

8.2.1 PREVENTIVE, STATUTORY & REACTIVE MAINTENANCE

The format for the Preventative Maintenance components will largely mirror the Schedule of Rates Items with the addition of a list of the associated Variations included in the payment claim.

8.2.2 CALLOUT WORKS

The format will require the Contractor to create a distinct Job Number for each Callout and the following information will be required:-

- Name and number of the relevant Facility, Building, Room;
- Date the Callout or direction was received by the Contractor, or if it was received in writing, the date on the letter or facsimile; and
- Where the work is an Urgent Repair, the Contractor will be required to enter a code provided indicating the type and code number of Element /System/Plant was repaired.
- Work order, job reference, resource trades.
- Materials,

8.3. OTHER ASPECTS OF THE FINANCIAL INFORMATION TRANSFER

The Financial Information will also be required to roll up all job costs and produce a copy of the Schedule of Rates and Lump Sum Items with the actual quantities claimed for payment against each item plus all the Variations created for the Contract.

The records of payment claims recorded remain the property of the Principal and are classified as "Restricted".

END OF SECTION 8 FINANCIAL INFORMATION

1 –TENDER FORM

Tender Closing Office

NSW Department of Commerce
Address: Level 3, 2-24 Rawson Place, Sydney 2000
Facsimile No: (02) 9372 8974

Tenderer's details

Name:
(in block letters)
ABN
Address:
.....
.....
Telephone No:
Facsimile number:
e-mail address:

hereby tender(s) to perform the work for

Tender details

Contract title: Building Services Maintenance Contract for NSW TAFE
South Western Sydney Institute Facilities
Contract number: 0601094
in accordance with the following documents:

Tender Document Volume 1 – Specification including:

Appendix A – SWS Institute Data Assembly (FIO)
Appendix B – Equipment Asset Register (FIO)
Appendix C – Facility Maintenance Standards
Appendix D – SWSI Maintenance Schedules (FIO)
Appendix E – TAFE SWSI Callouts/Urgent Repairs
2003/04 (FIO)
Appendix F – Gas Heater Testing

Tender Document Volume 2 – Technical Specification

**Tender Document Volume 3 – Returnable Tender
Schedules**

and Addenda Numbers:

Tenderer's Signature:

TENDER SCHEDULES

Tenderer's offer

As per the attached Schedule of Rates

Date: _____

Signed for the

Tenderer by: _____

(Authorised Officer)

In the Office

Bearer capacity of: _____

Name (*in block letters*): _____

ITEMS HIGHLIGHTED IN BLUE ARE INSTRUCTION TO DOCUMENTERS AND SHOULD BE DELETED WHEN SCHEDULES ARE COMPLETED.

Tenderer's Signature: _____

2 – SCHEDULE FOR BUILDING SERVICES MAINTENANCE NOMINATION FORM

(Submit with Tender Form)

Tenderers are to complete this Schedule by inserting a TICK, or making the checkbox black, for the services being tendered for. The rates tendered in Section 3 will form part of the Contract.

NOTES TO DOCUMENTERS:

1. TICK THE SERVICES BEING TENDERED FOR.

Building Services

Contract: 0601094

Schedule 3A	Contract Management	<input checked="" type="checkbox"/>	must be included for all
Schedule 3B	Building Services General	<input type="checkbox"/>	
Schedule 3C	Lifts, Hoists and Cranes	<input type="checkbox"/>	
Schedule 3D	Mechanical Services	<input type="checkbox"/>	
Schedule 3E	Fire Fighting & Detection Systems	<input type="checkbox"/>	

Tenderer's Signature:

3 - SCHEDULE OF RATES

(Submit with Tender Form)

Tenderers are to complete this Schedule by inserting a tendered rate under RATE. The rates tendered will form part of the Contract. The Tender Evaluation Number will be used in the evaluation of tenders

NOTES TO DOCUMENTERS:

1. TENDER EVALUATION NUMBERS TO BE INSERTED WHERE INDICATED.

Tenderer's Signature:

SCHEDULE 3A - CONTRACT MANAGEMENT

*TEN=Tender Evaluation Number

3A	CONTRACT MANAGEMENT			
Item No	Description	Unit	Rate	TEN*
3A1.0	IF ONE SECTION OF BUILDING SERVICES MAINTENANCE IS ACCEPTED			
3A1.1	WORK NOT INCLUDED ELSEWHERE – (Preliminaries Clause 3.1.2)			
3A1.1.1	Amount per month for all work and obligations NOT INCLUDED ELSEWHERE in this Schedule.	N/A	\$	38
3A1.2	CALLOUT FACILITY ALLOWANCE (Preliminaries Clause 3.1.3)			
3A1.2.1	Monthly fee for maintaining a callout facility.	N/A	\$	36
3A2.0	IF TWO SECTIONS OF BUILDING SERVICES MAINTENANCE IS ACCEPTED			
3A2.1	WORK NOT INCLUDED ELSEWHERE – (Preliminaries Clause 3.1.2)			
3A2.1.1	Amount per month for all work and obligations NOT INCLUDED ELSEWHERE in this Schedule.	N/A	\$	38
3A2.2	CALLOUT FACILITY ALLOWANCE (Preliminaries Clause 3.1.3)			
3A2.2.1	Monthly fee for maintaining a callout facility.	N/A	\$	36
3A3.0	IF THREE SECTIONS OF BUILDING SERVICES MAINTENANCE IS ACCEPTED			
3A3.1	WORK NOT INCLUDED ELSEWHERE – (Preliminaries Clause 3.1.2)			
3A3.1.1	Amount per month for all work and obligations NOT INCLUDED ELSEWHERE in this Schedule.	N/A	\$	38
3A3.2	CALLOUT FACILITY ALLOWANCE (Preliminaries Clause 3.1.3)			
3A3.2.1	Monthly fee for maintaining a callout facility.	N/A	\$	36
3A4.0	IF FOUR SECTIONS OF BUILDING SERVICES MAINTENANCE IS ACCEPTED			
3A4.1	WORK NOT INCLUDED ELSEWHERE – (Preliminaries Clause 3.1.2)			
3A4.1.1	Amount per month for all work and obligations NOT INCLUDED ELSEWHERE in this Schedule.	N/A	\$	38
3A4.2	CALLOUT FACILITY ALLOWANCE (Preliminaries Clause 3.1.3)			
3A4.2.1	Monthly fee for maintaining a callout facility.	N/A	\$	36

Tenderer's Signature:

SECTION 3B – BUILDING SERVICES GENERAL

* TEN=Tender Evaluation Number

3B	BUILDING SERVICES GENERAL			
Item No	Description	Unit	Rate	TEN*
3B1.0	PREVENTIVE, STATUTORY and REACTIVE MAINTENANCE – Amount per year for: (Section 4.4 & Preliminaries Clause 3.2.4)			
3B1.1	- BANKSTOWN			
3B1.1.1	Roofs, gutters, stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.1.2	Gas heaters	N/A	\$	3
3B1.1.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.1.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.1.5	Thermostatic mixing valves & Backflow prevention devices	N/A	\$	3
3B1.1.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.1.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.1.8	Fume cupboards	N/A	\$	3
3B1.1.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.1.11	Automatic doors and roller shutters	N/A	\$	3
3B1.2	- CAMPBELLTOWN			
3B1.2.1	Roofs, gutters, stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.2.2	Gas heaters	N/A	\$	3
3B1.2.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.2.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.2.5	Thermostatic mixing valves & Backflow prevention devices	N/A	\$	3
3B1.2.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.2.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.2.8	Fume cupboards	N/A	\$	3
3B1.2.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.2.11	Automatic doors and roller shutters	N/A	\$	3
3B1.3	- CHULLORA (BANKSTOWN)			
3B1.3.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.3.2	Gas heaters	N/A	\$	3
3B1.3.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.3.4	Electrical devices incl mechanical switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.3.5	Thermostatic mixing valves & Backflow prevention devices	N/A	\$	3
3B1.3.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.3.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.3.8	Fume cupboards	N/A	\$	3
3B1.3.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.3.11	Automatic doors and roller shutters	N/A	\$	3
3B1.4	- GRANVILLE			

Tenderer's Signature:

TENDER SCHEDULES

* TEN=Tender Evaluation Number

3B	BUILDING SERVICES GENERAL			
Item No	Description	Unit	Rate	TEN*
3B1.4.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.4.2	Gas heaters	N/A	\$	3
3B1.4.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.4.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.4.5	Thermostatic mixing valves & Back flow prevention devices	N/A	\$	3
3B1.4.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.4.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.4.8	Fume cupboards	N/A	\$	3
3B1.4.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.4.11	Automatic doors and roller shutters	N/A	\$	3
3B1.5 - LIDCOMBE				
3B1.5.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.5.2	Gas heaters	N/A	\$	3
3B1.5.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.5.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.5.5	Thermostatic mixing valves & Back flow prevention devices	N/A	\$	3
3B1.5.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.5.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.5.8	Fume cupboards	N/A	\$	3
3B1.5.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.5.11	Automatic doors and roller shutters	N/A	\$	3
3B1.6 - LIVERPOOL				
3B1.6.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.6.2	Gas heaters	N/A	\$	3
3B1.6.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.6.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.6.5	Thermostatic mixing valves & Back flow prevention devices	N/A	\$	3
3B1.6.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.6.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.6.8	Fume cupboards	N/A	\$	3
3B1.6.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.6.11	Automatic doors and roller shutters	N/A	\$	3
3B1.7 - MACQUARIE FIELDS				
3B1.7.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.7.2	Gas heaters	N/A	\$	3
3B1.7.3	Gas manifold system (include flash back arrestor)	N/A	\$	3

Tenderer's Signature:

SWSI Building Services Maintenance
Contract No: 0601094 Tender Schedules

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TENDER SCHEDULES

* TEN=Tender Evaluation Number

3B BUILDING SERVICES GENERAL				
Item No	Description	Unit	Rate	TEN*
3B1.7.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.7.5	Thermostatic mixing valves & Back flow prevention devices	N/A	\$	3
3B1.7.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.7.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.7.8	Fume cupboards	N/A	\$	3
3B1.7.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.7.11	Automatic doors and roller shutters	N/A	\$	3
3B1.8 - MILLER				
3B1.8.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.8.2	Gas heaters	N/A	\$	3
3B1.8.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.8.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.8.5	Thermostatic mixing valves & Back flow prevention devices	N/A	\$	3
3B1.8.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.8.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.8.8	Fume cupboards	N/A	\$	3
3B1.8.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.8.11	Automatic doors and roller shutters	N/A	\$	3
3B1.9 - PADSTOW				
3B1.9.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.9.2	Gas heaters	N/A	\$	3
3B1.9.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.9.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.9.5	Thermostatic mixing valves & Back flow prevention devices	N/A	\$	3
3B1.9.6	Spray painting booths (incl Automotive)	N/A	\$	3
3B1.9.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.9.8	Fume cupboards	N/A	\$	3
3B1.9.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.9.11	Automatic doors and roller shutters	N/A	\$	3
3B1.10 - WETHERILL PARK				
3B1.10.1	Roofs, gutters & stormwater cleaning & Inspection of roof anchor points	N/A	\$	3
3B1.10.2	Gas heaters	N/A	\$	3
3B1.10.3	Gas manifold system (include flash back arrestor)	N/A	\$	3
3B1.10.4	Electrical devices incl switchboards, EDB's, RCD & ELCB testing, emergency stop buttons	N/A	\$	3
3B1.10.5	Thermostatic mixing valves & Back flow prevention devices	N/A	\$	3
3B1.10.6	Spray painting booths (incl Automotive)	N/A	\$	3

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TENDER SCHEDULES

* TEN=Tender Evaluation Number

3B	BUILDING SERVICES GENERAL			
Item No	Description	Unit	Rate	TEN*
3B1.10.7	Emergency and exit lighting and signs	N/A	\$	3
3B1.10.8	Fume cupboards	N/A	\$	3
3B1.10.9	Kitchen & cafeteria equipments (teaching only)	N/A	\$	3
3B1.1.10	Oil Separator System	N/A	\$	3
3B1.10.11	Automatic doors and roller shutters	N/A	\$	3
3B2.0	CALLOUT RATES (Preliminaries Clause 3.1.4)			
3B2.1	Urgent Callout Fee (Preliminaries Clause 3.2.5.2)	N/A	\$	30
3B2.2	Hourly Labour Rate in <u>Normal hours</u> to carry out repairs:- (Preliminaries Clause 3.1.4)			
3B2.2.1	Electrician	N/A	\$	30
3B2.2.2	Plumber & Gas Fitter	N/A	\$	30
3B2.2.3	Metalworker/Boilermaker	N/A	\$	2
3B2.2.4	Carpenter-General Maintenance	N/A	\$	1
3B2.2.5	All other Tradesperson not separately listed above.	N/A	\$	10
3B2.2.6	Labourers, Tradesperson Assistants & Apprentices	N/A	\$	10
3B2.3	Materials, Plant and Equipment overheads (Preliminaries Clause 3.2.5.4)			
3B2.3.1	Percentage multiplier applied on the <u>actual trade cost of materials</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$ 20,000
3B2.3.2	Percentage multiplier applied on the <u>actual trade cost of plant and equipment</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$5,000
3B3.0	INCREASED CONTRACTOR'S REPLACEMENT RESPONSIBILITY (Preliminaries Clause 3.2.4)			
3B3.1	Percentage multiplier applied on items in Schedule 3B for increasing the Contractor's replacement responsibility by 20% of those items that are not the contractors replacement responsibility.	N/A	%	1
3B3.2	Percentage multiplier applied on items in Schedule 3B for increasing the Contractor's replacement risk by 10% of those items that are not the contractors replacement responsibility.	N/A	%	1

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SECTION 3C – LIFTS, HOISTS AND CRANES

* TEN=Tender Evaluation Number

3C	LIFTS, HOISTS AND CRANES			
Item No	Description	Unit	Rate	TEN*
3C1.0	PREVENTIVE, STATUTORY and REACTIVE MAINTENANCE – Amount per year for: (Section 4.4 & Preliminaries Clause 3.2.4)			
3C1.1	- BANKSTOWN			
3C1.1.1	Lifts	N/A	\$	3
3C1.1.2	Hoists (incl vehicle)	N/A	\$	3
3C1.1.3	Cranes	N/A	\$	3
3C1.2	- CAMPBELLTOWN			
3C1.2.1	Lifts	N/A	\$	3
3C1.2.2	Hoists (incl vehicle)	N/A	\$	3
3C1.2.3	Cranes	N/A	\$	3
3C1.3	- CHULLORA (BANKSTOWN)			
3C1.1.1	Lifts	N/A	\$	3
3C1.1.2	Hoists (incl vehicle)	N/A	\$	3
3C1.1.3	Cranes	N/A	\$	3
3C1.4	- GRANVILLE			
3C1.4.1	Lifts	N/A	\$	3
3C1.4.2	Hoists (incl vehicle)	N/A	\$	3
3C1.4.3	Cranes	N/A	\$	3
3C1.5	- LIDCOMBE			
3C1.5.1	Lifts	N/A	\$	3
3C1.5.2	Hoists (incl vehicle)	N/A	\$	3
3C1.5.3	Cranes	N/A	\$	3
3C1.6	- LIVERPOOL			
3C1.6.1	Lifts	N/A	\$	3
3C1.6.2	Hoists (incl vehicle)	N/A	\$	3
3C1.6.3	Cranes	N/A	\$	3
3C1.7	- MACQUARIE FIELDS			
3C1.7.1	Lifts	N/A	\$	3
3C1.7.2	Hoists (incl vehicle)	N/A	\$	3
3C1.7.3	Cranes	N/A	\$	3
3C1.8	- MILLER			
3C1.8.1	Lifts	N/A	\$	3
3C1.8.2	Hoists (incl vehicle)	N/A	\$	3
3C1.8.3	Cranes	N/A	\$	3
3C1.9	- PADSTOW			
3C1.9.1	Lifts	N/A	\$	3
3C1.9.2	Hoists (incl vehicle)	N/A	\$	3
3C1.9.3	Cranes	N/A	\$	3
3C1.10	- WETHERILL PARK			
3C1.10.1	Lifts	N/A	\$	3
3C1.10.2	Hoists (incl vehicle)	N/A	\$	3

Tenderer's Signature:

TENDER SCHEDULES

* TEN=Tender Evaluation Number

3C	LIFTS, HOISTS AND CRANES			
Item No	Description	Unit	Rate	TEN*
3C1.10.3	Cranes	N/A	\$	3
3C2.0	CALLOUT RATES (Preliminaries Clause 3.1.4)			
3C2.1	Urgent Callout Fee (Preliminaries Clause 3.2.5.2)	N/A	\$	30
3C2.2	Hourly Labour Rate in <u>Normal hours</u> to carry out repairs:- (Preliminaries Clause 3.1.4)			
3C2.2.1	Electrician	N/A	\$	30
3C2.2.2	All other Tradesperson not separately listed above.	N/A	\$	10
3C2.2.3	Labourers, Tradesperson Assistants & Apprentices	N/A	\$	10
3C2.3	Materials, Plant and Equipment overheads (Preliminaries Clause 3.2.5.4)			
3C2.3.1	Percentage multiplier applied on the <u>actual trade cost of materials</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$ 20,000
3C2.3.2	Percentage multiplier applied on the <u>actual trade cost of plant and equipment</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$5,000
3C3.0	INCREASED CONTRACTOR'S REPLACEMENT RESPONSIBILITY (Preliminaries Clause 3.2.4)			
3C3.1	Percentage multiplier applied on items in Schedule 3C for increasing the Contractor's replacement responsibility by 20% of those items that are not the contractors replacement responsibility.	N/A	%	1
3C3.2	Percentage multiplier applied on items in Schedule 3C for increasing the Contractor's replacement risk by 10% of those items that are not the contractors replacement responsibility.	N/A	%	1

Tenderer's Signature:

SECTION 3D – MECHANICAL SERVICES

* TEN=Tender Evaluation Number

3D	MECHANICAL SERVICES			
Item No	Description	Unit	Rate	TEN*
3D1.0	PREVENTIVE, STATUTORY and REACTIVE MAINTENANCE – Amount per year for: (Section 4.4 & Preliminaries Clause 3.2.4)			
3D1.1	- BANKSTOWN			
3D1.1.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.1.2	Pressure Vessels	N/A	\$	3
3D1.1.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.1.4	Cool rooms & freezers	N/A	\$	3
3D1.2	- CAMPBELLTOWN			
3D1.2.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.2.2	Pressure Vessels	N/A	\$	3
3D1.2.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.2.4	Cool rooms & freezers	N/A	\$	3
3D1.3	- CHULLORA (BANKSTOWN)			
3D1.3.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.3.2	Pressure Vessels	N/A	\$	3
3D1.3.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.3.4	Cool rooms & freezers	N/A	\$	3
3D1.4	- GRANVILLE			
3D1.4.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.4.2	Pressure Vessels	N/A	\$	3
3D1.4.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.4.4	Cool rooms & freezers	N/A	\$	3
3D1.5	- LIDCOMBE			
3D1.5.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3

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3D	MECHANICAL SERVICES			
Item No	Description	Unit	Rate	TEN*
3D1.5.2	Pressure Vessels	N/A	\$	3
3D1.5.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.5.4	Cool rooms & freezers	N/A	\$	3
3D1.6	- LIVERPOOL			
3D1.6.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.6.2	Pressure Vessels	N/A	\$	3
3D1.6.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.6.4	Cool rooms & freezers	N/A	\$	3
3D1.7	- MACQUARIE FIELDS			
3D1.7.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.7.2	Pressure Vessels	N/A	\$	3
3D1.7.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.7.4	Cool rooms & freezers	N/A	\$	3
3D1.8	- MILLER			
3D1.8.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.8.2	Pressure Vessels	N/A	\$	3
3D1.8.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.8.4	Cool rooms & freezers	N/A	\$	3
3D1.9	- PADSTOW			
3D1.9.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards). Note: includes greenhouse controls.	N/A	\$	3
3D1.9.2	Pressure Vessels	N/A	\$	3
3D1.9.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.9.4	Cool rooms & freezers	N/A	\$	3

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* TEN=Tender Evaluation Number

3D	MECHANICAL SERVICES			
Item No	Description	Unit	Rate	TEN*
3D1.10	- WETHERILL PARK			
3D1.10.1	Heating, Ventilation and Air Conditioning and associated building control systems (incl split-ducted AC systems > 15kw, and associated cooling tower water treatment, boiler, gas ducted furnace, air compressor & switchboards)	N/A	\$	3
3D1.10.2	Pressure Vessels	N/A	\$	3
3D1.10.3	Exhaust systems (incl kitchen & vehicle), Dust extraction units, Rupes Arms & Smog Hogs	N/A	\$	3
3D1.10.4	Cool rooms & freezers	N/A	\$	3
3D2.0	CALLOUT RATES (Preliminaries Clause 3.1.4)			
3D2.1	Urgent Callout Fee (Preliminaries Clause 3.2.5.2)	N/A	\$	30
3D2.2	Hourly Labour Rate in Normal hours to carry out repairs:- (Preliminaries Clause 3.1.4)			
3D2.2.1	Electrician	N/A	\$	30
3D2.2.2	Plumber & Gas Fitter	N/A	\$	30
3D2.2.3	Metalworker/Boilermaker	N/A	\$	2
3D2.2.4	Carpenter-General Maintenance (roof cleaning etc)	N/A	\$	1
3D2.2.5	All other Tradesperson not separately listed above.	N/A	\$	10
3D2.2.6	Labourers, Tradesperson Assistants & Apprentices	N/A	\$	10
3D2.3	Materials, Plant and Equipment overheads (Preliminaries Clause 3.2.5.4)			
3D2.3.1	Percentage multiplier applied on the <u>actual trade cost of materials</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$ 20,000
3D2.3.2	Percentage multiplier applied on the <u>actual trade cost of plant and equipment</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$5,000
3D3.0	INCREASED CONTRACTOR'S REPLACEMENT RESPONSIBILITY (Preliminaries Clause 3.2.4)			
3D3.1	Percentage multiplier applied on items in Schedule 3D for increasing the Contractor's replacement responsibility by 20% of those items that are not the contractors replacement responsibility.	N/A	%	1
3D3.2	Percentage multiplier applied on items in Schedule 3D for increasing the Contractor's replacement risk by 10% of those items that are not the contractors replacement responsibility.	N/A	%	1

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SECTION 3E – FIRE FIGHTING & DETECTION SYSTEMS

* TEN=Tender Evaluation Number

3E	FIRE FIGHTING & DETECTION SYSTEMS			
Item No	Description	Unit	Rate	TEN*
3E1.0	PREVENTIVE, STATUTORY and REACTIVE MAINTENANCE – Amount per year for: (Section 4.4 & Preliminaries Clause 3.2.4)			
3E1.1	- BANKSTOWN			
3E1.1.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.1.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.1.3	Fire doors	N/A	\$	3
3E1.2	- CAMPBELLTOWN			
3E1.2.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.2.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.2.3	Fire doors	N/A	\$	3
3E1.3	- CHULLORA (BANKSTOWN)			
3E1.3.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.3.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.3.3	Fire doors	N/A	\$	3
3E1.4	- GRANVILLE			
3E1.4.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.4.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.4.3	Fire doors	N/A	\$	3
3E1.5	- LIDCOMBE			
3E1.5.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.5.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.5.3	Fire doors	N/A	\$	3
3E1.6	- LIVERPOOL			
3E1.6.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.6.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.6.3	Fire doors	N/A	\$	3
3E1.7	- MACQUARIE FIELDS			
3E1.7.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.7.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.7.3	Fire doors	N/A	\$	3

Tenderer's Signature:

TENDER SCHEDULES

* TEN=Tender Evaluation Number

3E Item No	FIRE FIGHTING & DETECTION SYSTEMS Description	Unit	Rate	TEN*
3E1.8	- MILLER			
3E1.8.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.8.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.8.3	Fire doors	N/A	\$	3
3E1.9	- PADSTOW			
3E1.9.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.9.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.9.3	Fire doors	N/A	\$	3
3E1.10	- WETHERILL PARK			
3E1.10.1	Fire hydrant systems (incl landing valves, booster points, pumps, fire sprinkler (wet pipe) and gas fire suppressed systems)	N/A	\$	3
3E1.10.2	Automatic fire detection & alarm system (incl EWIS)	N/A	\$	3
3E1.10.3	Fire doors	N/A	\$	3
3E2.0	CALLOUT RATES (Preliminaries Clause 3.1.4)			
3E2.1	Urgent Callout Fee (Preliminaries Clause 3.2.5.2)	N/A	\$	30
3E2.2	Hourly Labour Rate in <u>Normal hours</u> to carry out repairs: - (Preliminaries Clause 3.1.4)			
3E2.2.1	Electrician	N/A	\$	30
3E2.2.2	Plumber & Gas Fitter	N/A	\$	10
3E2.2.3	Metalworker/Boilermaker	N/A	\$	10
3E2.2.4	All other Tradesperson not separately listed above.	N/A	\$	10
3E2.2.5	Labourers, Tradesperson Assistants and Apprentices	N/A	\$	10
3E2.3	Materials, Plant and Equipment overheads (Preliminaries Clause 3.2.5.4)			
3E2.3.1	Percentage multiplier applied on the <u>actual trade cost of materials</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$ 20,000
3E2.3.2	Percentage multiplier applied on the <u>actual trade cost of plant and equipment</u> required. (For tender evaluation purposes, the percentage will be applied to \$ amount.)	N/A	%	\$5,000
3E3.0	INCREASED CONTRACTOR'S REPLACEMENT RESPONSIBILITY - (Preliminaries Clause 3.2.4)			
3E3.1	Percentage multiplier applied on items in Schedule 3E for increasing the Contractor's replacement responsibility by 20% of those items that are not the contractors replacement responsibility.	N/A	%	1
3E3.2	Percentage multiplier applied on items in Schedule 3E for increasing the Contractor's replacement risk by 10% of those items that are not the contractors replacement responsibility.	N/A	%	1

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4 – SCHEDULE OF PROPOSED MANAGEMENT STRUCTURE

(Submit with Tender Form)

3.1 - Contractor's Personnel

Contractor's Personnel – Nominate below the names of the proposed Senior Executive to represent the Contractor at Review Meetings and the names of all key personnel. Include a C.V. for each person, highlighting the relevant expertise, list of qualifications and experience relevant to the work under the Contract.

Refer to Conditions of Tendering Clause - Evaluation of Tenders.

Position	Name	Details and Relevant Experience
Senior Executive		
Authorised Person		
Quality Manager		
Other(s)		

3.2 - Proposed Management Structure / Methodology

Proposed Management Structure / Methodology – Nominate below the proposed Management Structure and demonstrate the Tenderer's understanding of the work required by indicating the Methodology proposed for undertaking the work under the Contract, including subcontracts proposed, likely location of the Contractor's Representatives and plans to ensure a focus on service, responsiveness for urgent repairs and the proposed methodology for ensuring appropriate quality, OHS and environmental control on the large number of sites.

Refer to Conditions of Tendering Clause - Evaluation of Tenders.

Tenderer's Signature:

5 - SCHEDULE OF CONTRACT INFORMATION

(Submit when requested)

Provide the information in the table below to enable completion of the General Conditions of Contract - Contract Information items.

Contractor's details

8 Contractor

The Contractor is:

.....

 ABN

9 Contractor's Authorised Person

Mentioned in General Conditions of Contract clause 2

The Contractor's Authorised Person
is:

.....

10 Senior executive

Mentioned in General Conditions of Contract clause 74

The Contractor's senior executive is:

.....

11 Notices to Contractor

Mentioned in General Conditions of Contract clause 30

Notices must go to the personnel listed above, at the address or number shown here.

Office address:
(for delivery by hand)

.....

Postal address:
(for delivery by registered post)

.....

Facsimile number:
e-mail address

.....

Insurance - General

Mentioned in General Conditions of Contract clauses 36.1 & 36.2

27 Public Liability insurance

Minimum cover:

As required by law.

Insurer:

»

Policy number:

»

Period of cover:

Until issue of *Final Payment Schedule*.

Tenderer's Signature:

TENDER SCHEDULES

28 Workers compensation insurance

Minimum cover:	As required by law.
Insurer:	»
Policy number:	»
Period of cover:	Until issue of <i>Final Payment Schedule</i> .

29 Personal accident insurance

Minimum cover:	Death and permanent disability \$400,000-00 Temporary disablement: \$800-00 each week
Insurer:	»
Policy number:	»
Period of cover:	»

Insurance - Specific

Mentioned in General Conditions of Contract clauses 36.1.4, 36.3 and 36.4

30 Professional indemnity insurance

Is a professional indemnity policy to be held by the Contractor?	No
Minimum cover:	\$500,000-00 or 20% of the <i>Contract Price</i> , whichever is the greater, to a maximum of \$5,000,000-00. Refer to Preliminaries clause " Insurance ".
Insurer:	Not Applicable
Policy number:	Not Applicable
Period of cover:	Not Applicable

Tenderer's Signature:

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6 – SCHEDULE OF QUALITY ASSURANCE INFORMATION

(JULY 2000)

(Submit with Tender Form)

Submit the information required in Clause CONDITIONS OF TENDERING - QUALITY ASSURANCE.

Also include the following information. Attach information where required.

Confirm the Tenderer has a formal Quality/General Management Policy. Attach a copy.	
Describe the Tenderer's Quality/General Management System. Provide a table of contents for a Quality/Work Plan in accordance with Clause PRELIMINARIES - QUALITY ASSURANCE.	<p>Fully developed and certified or accredited by a third party or government organisation. Name of organisation:</p> <p>AS/NZS ISO Standard: <input type="checkbox"/> 9001:1994/2000 <input type="checkbox"/> 9002 <input type="checkbox"/> 9003 <input type="checkbox"/> 3901/3905/Other</p> <p>Partly developed and certified or accredited by a third party or government organisation. Name of organisation and extent accreditation:</p> <p>Fully developed but not accredited as such Covered by another management system</p>
Describe the Tenderer's experience in documenting and implementing such management plans for similar projects and/or other relevant projects. Attach the description.	
Describe the Tenderer's record and performance over the past five years, including the Tenderer's practical application of such management plans (if made) with jobs over the past five years. Describe the jobs, explain the plans involved and give contacts for reference. Attach the description.	
List the quality audits (both internal and external) that have been completed over the last 24 months and those expected in the next 6 months.	
Describe the management qualifications/training and experience possessed by the Tenderer's personnel, with particular emphasis on the personnel who will have responsibility for the quality management of the work under the Contract. Also the processes proposed with Subcontractor/ Supplier/ Consultant quality management.	

Tenderer's Signature:

Include any individual Subcontract or Consultant work where the estimated value of the work or fees is (or exceeds) \$100,000 or 2% of the Contract Price, whichever is the greater

[illegible]

31 October 2006
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8 – SCHEDULE OF PROPOSED MAINTENANCE MANAGEMENT AND CONTROL SYSTEMS

(Submit with Tender Form)

Details of the Management and Control Systems - to be used as required by Section 3, Clause 3.1.2(a). Submit the following information and attach copies of the documented evidence to support the information provided.

7.1 – Systems Utilised

Describe the Tenderer's CMMS system. Does it address the following:	<input type="checkbox"/> Maintenance Procedures – Procedures for each of the maintenance activities used to maintain the Elements, including preventative statutory and selected maintenance tasks, reactive maintenance callout service, essential repairs, insurance works, programming, <input type="checkbox"/> Maintenance and Operation Manuals <input type="checkbox"/> Maintenance personnel, subcontractors and suppliers – names, numbers, expertise, qualifications, licences and products <input type="checkbox"/> Training of the maintenance personnel and for the end users <input type="checkbox"/> Maintenance risk assessment and management <input type="checkbox"/> Technological development. <input type="checkbox"/> Cross reference as required the Minimum Maintenance and Performance Standards <input type="checkbox"/> Provisions to ensure a timely response
Reporting: Submit copies of monthly and annual reports carried out on other similar contracts.	

7.2 - Experience

Demonstrate the capacity, past performance and experience offered, in the organisations proposed, in providing maintenance services and managing the delivery of comparable projects. Include and list the 5 most relevant projects involving the Tenderer over the last 5 years. Include details of these relevant projects. Give an indication of the payments made for, and a description of, the services and work provided for these projects.	Contract Name: Contract Price (Per year): Contract Duration: Contract Location: Type of Facility: <input type="checkbox"/> Correctional Centre <input type="checkbox"/> Defence Facility <input type="checkbox"/> Occupied Site <input type="checkbox"/> Other Types of Services Provided: <input type="checkbox"/> Preventative & Statutory Maintenance <input type="checkbox"/> Callout Service <input type="checkbox"/> Service Maintenance (List services)
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Tenderer's Signature:

9 – SCHEDULE OF CUSTOMER SERVICE COMMITMENTS AND RECORDS

(Submit when requested)

Submit the following information and attach copies of the documented evidence to support the information provided.

<p>Does the Tenderer have a corporate policy for development and monitoring Client needs?</p> <p>Submit documented evidence to support the above.</p>	
<p>Does the Tenderer have an established program for raising staff and employee awareness of client needs/requirements</p> <p>Submit documented evidence to support the above.</p>	
<p>Does the Tenderer measure Client satisfaction or benchmark its results in some way.</p> <p>Submit documented evidence to support the above.</p>	
<p>Does the Tenderer have a system of registering and responding to Client complaints?</p> <p>Demonstrate the proposed personnel's ability to respond to and resolve problems raised by the Clients in a satisfactory and timely manner.</p>	

Tenderer's Signature:

10 – SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

(Submit when requested)

Provide documents and information listed below in accordance with Conditions of Tendering clause “**Financial Assessment**”.

- 1 Financial Statements for last three years for the entity under consideration, including:
 - i) Balance Sheets;
 - ii) Profit and Loss Statement;
 - iii) detailed Profit and Loss Statement;
 - iv) statement of Cash Flows;
 - v) notes to and Forming Part of the Accounts;
 - vi) an Accountant's Report;
 - 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;
 - 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
 - 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
 - ii) major subcontractors.
- 9 Details relating to the Tenderer's history and Directors Profiles.

Tenderer's Signature:

11 – SCHEDULE OF INDUSTRIAL RELATIONS INFORMATION

(Submit when requested)

List the Federal and NSW awards to which the tenderer is bound:

Federal and NSW awards

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List the enterprise, workplace or other enforceable industrial relations agreements to which the tenderer is bound, and attach copies of those agreements to this Schedule

Enterprise, workplace and other enforceable industrial relations agreements

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Undertaking to Provide information

The Tenderer, if awarded the contract, will, on request, provide appropriate information to verify compliance with these awards, enterprise or workplace agreements and all other legal obligations relating to employment.

Tenderer's Signature: