

PART E

SCOPE OF SERVICES

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PART E – SCOPE OF SERVICES

E1. DEFINITIONS

In this Part E terms, defined in Parts C or D of the RFT have the corresponding meanings and:

‘Annual Cleaning’ means the cleaning requirements to be performed by the Contractor annually as detailed in clause E14 of Part E of the RFT;

‘Areas’ means the Internal Areas, External Areas, Floors and any other area where the Contractor is required to perform the Services

‘Cleaner’s Site Book’ means a log book that need to be maintained by the Contractor of actions to be taken, complaints, time of actions taken; etc. The exact nature of the book will be agreed at the commencement of the Contract by the RailCorp’s Representative and the Contractor.

‘Daily Cleaning’ means the cleaning requirements to be performed daily by the Contractor and detailed in clause E9 of Part E of the RFT;

‘Deodorise’ means after spot cleaning, wet wipe all surfaces with scented deodorising product used according to the manufacturer’s recommendations.

‘Disinfect’ means after spot cleaning and wet wiping, wipe all surfaces with hospital grade disinfectant used according to manufacturer’s recommendations.

Drawings’ – there are no drawings for this RFT;

‘External Areas’ means all the areas that are not Internal Areas including but not limited to pathways, walkways, steps and similar pedestrian traffic ways, walls, windows, facades, external Floors and similar external surfaces;

‘Floor’ means all carpets, polished areas and/or wet floors, vinyl, linoleum, timber, rubber, quarry tiles, unpolished areas, unsealed timber, concrete and any other surface or area where the Contractor is required to perform the Services;

‘Force Majeure’ means an act of god, including but not limited to, an earthquake and war, but excluding an emergency evacuation such as a fire or bomb scare;

‘Inspections’ means the inspections as detailed in clause E17 of Part E of the RFT;

‘Internal Areas’ means all the areas that are not External Areas including, but not limited to, main entries, stairs, foyers, landings, verandahs, passageways, food preparation areas, secondary entries, upper level landings, internal floors, general purpose classrooms, workshops, computer rooms, stores, administrative stores, office administration areas, toilets, showers, tea rooms, lunch rooms, canteens, sports facilities, recreation areas, gymnasiums and the like, lifts and plant rooms and any other areas as directed from time to time by the Contractor;

‘Machine Scrub’ means cleaning – using automatic machine scrubber.

‘Miscellaneous Cleaning’ means the miscellaneous cleaning requirements detailed in clause E15 of Part E of the RFT;

‘Monthly Cleaning’ means the cleaning requirements to be performed monthly by the Contractor and detailed in clause E11 of Part E of the RFT;

‘Normal Working Hours’ means the hours defined in clause E3 of Part E of the RFT;

‘Performance’ means the required performance of the Contractor required by RailCorp as set out in the Contract;

‘Six Monthly Cleaning’ means the cleaning requirements to be performed by the Contractor every six months as detailed in clause E13 of Part E of the RFT;

‘Spot Clean’ means the removing of all extraneous matter such as gum, graffiti, stickers, posters, cigarette butts, papers, spills, and stains using scrapers, scouring pads, cloths, brushes or other tools and chemicals without damaging the surface being cleaned.

‘Thoroughly’ shall mean of the highest possible standard;

‘Three Monthly Cleaning’ means the cleaning requirements to be performed every three months by the Contractor as detailed in clause E12 of Part E of the RFT;

‘Wet Wipe’ means the Using a wet cloth or sponge etc soaked in clean water or ‘fresh’ cleaning solution to remove all dust, dirt, and grime. Finish it off with clean dry cloth.

‘Weekly Cleaning’ means the cleaning requirements to be performed weekly by the Contractor as detailed in clause E10 of Part E of the RFT.

E2. SERVICES & PERFORMANCE

E2.1. This Part E identifies the Services and the Performance required by RailCorp in the Contractor’s Performance of the Services.

E2.2. The Contractor shall perform the Services as identified in the Contract, this Part E of the RFT.

E2.3. Areas to be Cleaned

The four buildings/areas to be cleaned are:

1. RailCorp Training
2 Trafalgar Street
PETERSHAM NSW 2049
2. RailCorp Training
Crew Training Facility
136 Railway Parade
EVELEIGH NSW 2049
3. RailCorp Training
1 Bridge Road
BELMORE NSW 2192
4. RailCorp Training
Training Facility
Broadmeadow Loco
BROADMEADOW NSW

All areas of the facilities as specified, including all areas including the immediate footpaths and entrance ways. Refer **Appendix E1** for the location plans.

E3. GENERAL

- E3.1. The Contractor will ensure that RailCorp receives value for money for the Services provided by the Contractor.
- E3.2. All materials used by the Contractor in Performing the Services **Must Not** contravene the requirements of the Occupational Health and Safety Act 1983. The materials used by the Contractor will be the Contractor's responsibility so as to meet the Performance of the Contract.
- E3.3. The Contractor is required to do all Services necessary for RailCorp to perform the Services required in each Area during the **Normal Working Hours**. The time window given to the Contractor to carry out their Services is between 0500 to Midnight.
- E3.4. The Contractor is required to maintain all Areas in a clean and tidy manner.
- E3.5. The Contractor shall perform the Services as required by RailCorp's Representative.
- E3.6. RailCorp's Representative will notify the Contractor, from time to time, of any Areas where the Services are not to be performed. Any notification of cessation of the Services to any Area by the Contractor shall not be deemed to be a waiver of the Services by RailCorp.
- E3.7. "Suitable damp cloth" as referred in this specification must be rinsed regularly to avoid putrifying and "vinegary" odour. This also applies to all other cleaning cloth, sponges, mops, etc.
- E3.8. Cleaning cloths, sponges and mops used in toilets are not to be used elsewhere, in other rooms, desks, or furniture.

E4. STANDARDS AND SPECIFICATIONS

- E4.1. The Contractor shall ensure that the Services are carried out with the utmost diligence, to present the campuses at the highest level of cleanliness.
- E4.2. The Contractor will take all reasonable precautions to ensure that the cleaning operations cause as little disturbance as possible to RailCorp's customers, staff and services and will promptly remove all materials and equipment as each cleaning operation has been completed.
- E4.3. The Contractor shall, as part of the Services being performed under this Contract, remove all graffiti and unauthorised advertising on all surfaces with normal cleaning means at his disposal (including specialist graffiti removing chemicals), without damaging existing surface and/or surface coating. Where this cannot be satisfactorily carried out the Contractor shall cease trying to remove graffiti damage and shall request instructions from RailCorp's Representative.
- E4.4. The Contractor shall perform the Services providing consistently clean and presentable standards, in accordance with the RFT. The floors must be consistently clean and shiny without the surface becoming slippery.
- E4.5. This Part E of the RFT contain the minimum service requirements as required by RailCorp.

E5. INTERNAL AREAS

E5.1. Generally

The Contractor shall clean all Internal Areas regardless of their age, the nature of the surfaces of the Floors, walls plant, equipment, furniture, fittings, heating, cooling, windows or any other circumstance.

The Internal Areas are defined in this Contract on level of traffic flow and the environmental conditions of each Area.

The traffic flow of each of the Internal Areas is set out below:

Main entries, stairs, foyers, landings, verandahs, passageways and food preparation Areas are high traffic flow areas and susceptible to the carriage of foreign material/dirt and will be shown as such in this Contract;

Secondary entries, stairs and upper level landings are medium traffic flow areas and are likely to involve carriage of foreign material/dirt particularly where close to meal rooms, kitchenettes and the like;

General purpose classrooms are medium to high traffic flow areas and may involve carriage of foreign material particularly where used for practical demonstrations;

Workshops are high traffic flow areas and may involve carriage of foreign materials as well as industrial and environmental pollutants;

Class / Lecture Rooms and Computer rooms are usually air conditioned and will involve medium traffic flow and may require specific cleaning;

Stores are low traffic flow areas, however, may involve the carriage of foreign materials;

Administrative stores are low traffic flow environments used for the storage of records, stationary and administrative materials;

Office administration Areas are medium to high traffic flow areas where minimum foreign materials will be carried and will create paper for waste recycling;

Toilets and showers are high traffic flow wet areas;

Tea rooms, lunch rooms and canteens are medium to high traffic flow wet areas;

Sports facilities, recreation Areas, gymnasiums and the like are Areas to be identified by RailCorp's Representative where required; and

Other Areas not defined, such as lifts and plant room will be identified by RailCorp's Representative where required.

E5.2. Cleaning Specifications For Computer Room, Train Simulators and Reality Centres

Times: Monday to Friday: 2000 to Midnight

Saturday/Sunday + Public Holidays: 2000 to Midnight

Special Conditions:

1. The Computer Room is to be cleaned by a designated cleaner experienced and trained in the cleaning of computer Areas. Evidence of said training shall be forwarded to RailCorp's Representative prior to commencement.
2. Dusting must not be carried out close to switches or machines.
3. All Areas, Fixtures & Fittings to be maintained free of dust.
4. Raised floors are to be cleaned with a damp mop only to ensure water does not penetrate.
5. When vacuum cleaners are used, filters are to be cleaned before each operation.

6. All cleaning products must be approved by the RailCorp's Representative (no steel wool or products containing ammonia or chlorine are to be used).
7. Tile floors must not be waxed.

E6. FLOORS

- E6.1. The Contractor will ensure that Services are performed in a diligent manner to all Floors in accordance with this Contract and this Part E of the RFT.
- E6.2. The Contractor will ensure that the Services are performed to all carpets, including, but not limited to the following:
- The removal of all visible litter from the carpet surface;
 - The removal of all stains and spillage by a method approved by RailCorp's Representative;
 - The reporting of any/all stains or spillages to RailCorp's Representative. Any stains that the Contractor is unable to remove are to be recorded in the Site Book; and
 - The vacuuming of all carpets (including edges and corners) Thoroughly using an industrial type cleaner and power head.
- E6.3. The Contractor will ensure that the Services are performed to all polished Areas and/or wet floors, including, but not limited to the following:
- Thoroughly hot water hose-wash all floor surfaces, expansion strips and return tiles daily with hot water and suitable detergent;
 - Excess water is to be removed immediately following the provision of Services by the Contractor; and
 - Equipment and materials that is located within a reasonable distance shall not be unduly sprayed with water.
- E6.4. The Contractor will ensure that the Services are performed to all vinyl, linoleum, timber, rubber and other like materials, including but not limited to the following:
- Sweep Areas using an approved type of dust control mop;
 - Remove all surface stains using an approved method; and
 - Remove all scuffmarks with an approved type spray buff.
- E6.5. The Contractor will ensure that the Services are performed to all quarry tiles including but not limited to the following:
- Sweep Areas with a dust control mop and/or with an approved type broom;
 - Remove surface stains using an approved method;
 - Damp mop Areas using an approved type liquid cleanser; and
 - High-pressure water clean Areas where required.
- E6.6. The Contractor will ensure that the Services are performed to all unpolished Areas, unsealed timber, concrete and any other like surface, including, but not limited to the following:
- Sweep Areas with an approved type broom to remove all debris;

- Remove surface stains and spillages by an approved method;
- Damp mop Areas Thoroughly using an approved type liquid cleanser; and
- Hose Areas where required.

E7. WALLS, PARTITIONS, FURNITURE, EQUIPMENT AND FACILITIES

E7.1. The Contractor will ensure that the Services are performed to all painted and/or suitably treated wall surfaces including, but not limited to, the following:

- Clean all accessible wall surfaces using an appropriate damp cloth;
- Clean architraves, mouldings, doors, window ledges with suitable damp cloth; and
- Clean tiled surfaces using suitable damp cloth and liquid cleanser.
- The Contractor will ensure that the Services are performed to all desks, chairs, tables, benches, heating and cooling appliances and telephones, including, but not limited to, the following:
- Clean all relevant surfaces with suitable damp cloth;
- Vacuum fabric chair surfaces where appropriate;
- Clean stainless steel, chromium plated and other similar surfaces with a soft cloth and penetrating oil; and
- Clean telephones using a soft cloth and approved disinfectant.

E7.2. The Contractor will ensure that the Services are performed to computer equipment & equipment located in the offices and training rooms, including, but not limited to, the following:

- Wipe all surfaces with a suitable anti-static cloth; and
- Vacuum all fabric chairs where necessary.

E7.3. The Contractor will ensure that cleaning of computer equipment shall be performed by the Contractor only when the computer equipment is turned off.

E7.4. The Contractor will ensure that the Services are performed to chalkboards and whiteboards, including, but not limited to, the following: Unless instructed otherwise, by either RailCorp's Representative or a warning physically attached to the equipment,

- Clean all surfaces by suitable means.

E7.5. The Contractor will ensure that the Services are performed to the toilets, showers, tea rooms, lunch rooms, and kitchen surfaces, including, but not limited to, the following:

- Floors to be cleaned;
- Ceramic, porcelain, laminated, vinyl, plastic, stainless steel and painted surfaces to be Thoroughly cleaned each day using an approved liquid cleanser;
- Wall mirrors to be cleaned; and
- Consumables to be replaced where necessary.

E7.6. The Contractor is to ensure that Graffiti shall be removed each day where it appears. Where the removal of Graffiti is not possible, the Contractor shall provide a report to RailCorp's Representative with an entry notifying the Contractor's inability to remove the graffiti in the Site Book.

E8. EXTERNAL AREAS

The Contractor shall ensure that the Services are performed to pathways, walkways, steps and similar pedestrian trafficways, including but not limited to, the following:

- Thoroughly sweep all sealed surfaces with a suitable broom or mechanical method;
- Collect and dispose of all litter and garbage;
- Hose Areas as required;
- Empty all waste containers and garbage bins; and
- Place all waste material (from internal or external sources) in collection bins provided by RailCorp.
- The Contractor shall ensure that the Services are performed to windows, walls, facades, and similar external surfaces, including but not limited to, the following:
 - Thoroughly clean each surface type so that it is free from foreign material; and
 - Where appropriate, hose, wash or treat surfaces so that no environment pollution or streaks are evident.

E9. DAILY CLEANING

E9.1. The Contractor shall perform the Daily Cleaning requirements but **with the exception of the Petersham, Eveleigh and Belmore, mealroom and toilets which must be cleaned three times per day**; including, but not limited to, the following:

- Wastepaper containers to be emptied and cleaned, contents to be placed in such position or receptacle as RailCorp's Representative or RailCorp's Representative's nominated officer may direct;
- All garbage containers to be emptied and cleaned with germicidal liquid cleanser and relined with plastic garbage liners;
- All vinyl and linoleum floors including stairways are to be machine buffed to maintain a highly polished finish throughout the Site. Scuff marks, soil and stains are to be removed at the same time. Stripping and sealing is to be carried out as necessary to maintain an attractive protective finish; including external tiled Areas;
- All doormats are to be shaken or otherwise cleaned. Door mat wells are to be cleaned;
- All floors are to be swept with impregnated dust control mops. Toilets shall be hot hosed with suitable detergent, left dry, and gratings cleaned;
- Carpeted Areas, are to be vacuum-cleaned, stains and spots are to be removed;
- All office furniture such as chairs, desks (including frames) file trays, lockers, compactus units, and planter boxes are to be dusted;

- All whiteboards, mirrors, glass shelves, desks, tables, counters and cabinets are to be Thoroughly cleaned;
- All walls and partition surfaces up to 2 metres high, including window ledges and frames are to be dusted;
- All metal fittings such as door knobs, taps, chrome pipes soap dispensers, splash plates, drinking fountains, kick plates, push plates, hot water urns, sinks etc. are to be cleaned and polished;
- All window ledges, front entrance steps and floors, side entrance steps and internal stairways and landings to be washed and cleaned;
- Balustrades, stringers, risers and stairways are to be cleansed and all handrails are to be cleaned;
- Skirtings to be cleaned;
- Toilet paper, paper towels and soap are to be replenished (materials to be supplied by RailCorp);
- All wall surfaces and doors are to be spot cleaned up to two (2) metres high;
- Remove garbage and litter;
- Thoroughly wash clean floor surfaces and expansion strips and return tiles daily with hot water hose and suitable detergent. Care shall be taken that excess water is removed from floor surface immediately following evening cleaning operations and that lower sections of equipment is not unduly sprayed with water;
- All glass partitions, doors and bookcases to be spot cleaned up to two (2) metres high;
- All toilet Areas, washrooms and shower-rooms are to be thoroughly cleaned and floors washed;
- All toilet seats, pans, urinals and floors of toilet wash-rooms and shower room Areas to be washed with disinfectant;
- Cleaners' room is to be kept in clean and tidy state at all times;
- Glass doors and surrounding glass Areas in entrance foyers are to be cleaned. Frames are to be cleaned and polished;
- Spot clean all kitchen cupboards and all adjacent Areas;
- Exterior of all doors are to be cleaned;
- Walkways and sealed guttering shall be cleaned; and
- All rubbish shall be removed from the Trafalgar Street nature strip, all entry points and car parks on the commencement of morning cleaning duties.
- All classroom / auditorium furniture to be re-arranged (including stacking and stowing or removal from storage) to suit the daily layout plan to be provided by RailCorp.
- To replenish classroom supplies of pre-printed material from storage as per the daily requirements provide by RailCorp.
- All canteen and mealroom furniture (internal and external) are to be wiped clean and re-arranged in accordance with the layout provided by RailCorp.

- All broken furniture to be stored in a nominated storeroom and brought to the attention of RailCorp.

E10. WEEKLY CLEANING

E10.1. The Contractor shall perform the Weekly Cleaning requirements, including but not limited to the following:

- Clocks, wall maps and paintings are to be dusted;
- Dust all fly screens and all exhaust fan cowlings;
- Venetian blinds and all office furniture in excess of two (2) metres high shall be dusted;
- All carpet Areas, including edges and corners are to be Thoroughly vacuum cleaned; and
- Cobwebs and soiling etc. shall be removed from the entry exterior of Site as required.
- Chair frames and reality centre and simulator consoles

E11. MONTHLY CLEANING

E11.1. The Contractor shall perform the Monthly Cleaning requirements, including but not limited to the following:

- Plant room to be wiped down and dusted, including machinery.
- Monthly Cleaning is to be carried out by the Contractor in a regular cycle each calendar month of the Contract.

E12. THREE MONTHLY CLEANING

E12.1. The Contractor shall perform the Three Monthly Cleaning requirements, including but not limited to the following:

- Windows are to be washed and polished and all sills, window frames, louvers and exhaust fan frames shall be Thoroughly cleaned;
- Partition glass and glazed portions of all internal doors are to be washed and polished (including louvers and fan lights);
- Remove dust from all walls and partitions and fixtures in excess of two (2) metres high;
- Vertical blinds are to be cleaned;
- Air conditioning ducts in offices and class rooms are to be cleaned;
- Return air duct screens are to be Thoroughly cleaned;
- Canteen exhaust canopies: Remove fat residue from internal and external surfaces including the internal trough by washing out with a cleansing detergent. Steel wool, acid and other abrasives are not to be used;
- Hot water clean all quarry tiled floors paying special attention to grout between tiles; and
- The exterior and interior of all light fittings are to be thoroughly cleaned and all fly spots and dirt shall be removed. Unserviceable light bulbs or tubes supplied by RailCorp are to be replaced at the time of providing the Services if required by RailCorp.

E13. SIX MONTHLY CLEANING

E13.1. The Contractor shall perform the Six Monthly Cleaning requirements, including but not limited to the following:

- All internal woodwork shall be cleaned and
- All External Areas to the Site shall be thoroughly cleaned.

E14. ANNUAL CLEANING

E14.1. The Contractor shall perform the Annual Monthly Cleaning requirements, including but not limited to the following:

- All interior painted wall surfaces are to be washed and all exteriors of air conditioning wall units are to be cleaned;
- Exterior of all lockers and all cabinets are to be thoroughly cleaned;
- Acoustic tiles and similar ceilings are to be vacuum-cleaned; and
- All carpeted Areas to be shampooed and pile lifted.

E15. MISCELLANEOUS CLEANING REQUIREMENTS

E15.1. The Contractor is required to perform the following Miscellaneous Cleaning:

- Spot clean as required all glass in doors, notice and display cases, bookcases and reception windows;
- Wipe lift doors and indicator panels;
- Remove all floor mats to outside of the Site and shake free of accumulate dust and dirt;
- Remove all cobwebs;
- Spot clean and brush visitors chairs;
- Dust all furniture and all equipment above two (2) metres;
- Wash all garbage bins with approved germicidal liquid cleanser; and
- Clean all glass partitions walls.

E16. PERIODIC CLEANING REQUIREMENTS

E16.1. The Contractor ensures that, if not otherwise directed by RailCorp, the following Areas are to be thoroughly cleaned every (3) three months:

- Ceilings and walls above two (2) metres;
- Venetian and Vertical Blinds;
- Internal facing of windows;
- External facing of windows;
- Glass partitions;

- Ceiling fans;
- Open library shelving; Open library shelving;
- Carpets to be shampooed and pile lifted;

E16.2. Tiles, (ceramic, quarry, terrazzo) to be machine scrubbed or high pressure water cleaned;

E16.3. Empty all waste containers and wipe clean as required and return to respective locations;

E16.4. All garbage containers must be emptied, washed with an approved germicidal liquid cleanser and returned to their respective locations; and

E16.5. Clean tables, seats, drink dispensing machines, stainless steel and chromium plated surfaces and mirrors.

E16.6. The Contractor is required to ensure adequate staff are maintained to clean the items listed in clause E16.1.

E16.7. No additional fees will be charged by the Contractor to periodic cleaning referred to in this Contract.

E17. INSPECTIONS

E17.1. RailCorp's Representative may inspect any Area or item to be cleaned and assess the standard of the Services provided by the Contractor.

E17.2. RailCorp shall be entitled to inspect the Areas or items, provided for in clause E17.1, on a regular, periodic or random basis.

E17.3. RailCorp may, at the sole discretion of RailCorp, accept or reject the Services that were inspected pursuant to this clause, and provided by the Contractor.

E18. SPECIFIC REQUIREMENTS

E18.1. Cleaning Staff Procedures

The Contractor will ensure that the following specific requirements are implemented and adhered to, including but not limited to:

- All cleaners are to sign on and off duty in the attendance book located in the store room;
- A written program/roster of duties including the time and location of each cleaner is to be maintained for the information of RailCorp's Representative and for security purposes;
- The Contractor is be aware of the security requirements within the building and to ensure that these requirements are complied with at all times;
- A non-working supervisor is a requirement of this Contract for a minimum of one hour per week for a Site Inspection by arrangement with RailCorp's Representative;
- Cleaning staff are to wear an approved company uniform whilst on duty and wear safety equipment if required. All cleaning staff are to maintain a clean and tidy appearance in regard to personal hygiene;
- Contractors are to be aware that equipment and materials nominated in the Tender are to be adhered to at all times during the Period of Engagement;
- A Cleaner's Site Book is to be used to record complaints concerning cleaning Areas specified in the Contract. A record is to be maintained of action taken to investigate/resolve complaints recorded;

- Union Picnic Day is not regarded as a Gazetted Public Holiday;
- All staff employed by the Contractor must adhere to the Site parking regulations;
- Where access is denied to the Site on the basis of programmed maintenance work, an OHS&R issue and/or Force Majeure, payments will not be made for Services not rendered.

E18.2. Waste Removal / Recycling

E18.2.1 The Contractor is to be responsible for the removal of garbage waste and recyclable material from the premises.

Normal garbage is to be removed daily on normal working days. All garbage collected must be removed into main bins that are provided. The Contractor is to ensure that all garbage bins are clean and odourless. All rubbish around the main bins must be cleaned and odourless. Disposal of garbage in the main bins are not part of this contract.

E18.2.2 Recyclable materials must be removed on a regular basis as and when required. All wastes collected must be removed into main recyclable bins that are provided. All rubbish around the main recyclable bins must be cleaned. Disposal of waste in the main recyclable bins are not part of this contract.

The Contractor will be required to assist RailCorp in achieving their waste reduction objectives.

E18.3. Security Of Premises

18.3.1 Keys and security passes

The Contractor will ensure that:

1. All keys or security passes / identification, supplied by RailCorp's Representative to the Contractor for the purpose of locking or unlocking any part of the Premises are safely kept in a manner satisfactory to RailCorp's Representative and that all or any such keys or security passes are delivered to RailCorp's Representative on request.
2. Security Identification is to be worn at all times by each employee of the Contractor(s), whilst on RailCorp's premises.
3. No key is copied by any cutting or other process without the prior written consent of RailCorp's Representative, and
4. The loss of any key or security pass is immediately reported to RailCorp's Representative.

18.3.2 Locks

The Contractor will ensure that:

1. Immediately after the cleaning of any room in the Premises is completed, the door to that room is closed, and where it is necessary to unlock the door to a room in order to clean it, the door is locked immediately after the cleaning of that room is completed.
2. All windows are shut and securely fastened before all Personnel have departed from the Premises.
3. A final check is done to ensure that the premises are locked and secure as instructed by RailCorp's Representative.

E18.4. Confidentiality

The Contractor must ensure that its Personnel do not, either directly or indirectly, make a record of, or divulge or communicate to any person;

1. Information acquired or obtained by the Contractor or its personnel in the course of performing its obligations under this Agreement,
2. Any information received in confidence from RailCorp's Representative or any tenant, or
3. Any information which may come into possession of, or may be sighted by, the Contractor or its personnel, which is of a confidential nature.

The Contractor will, ensure that all personnel, prior to commencement, sign a Declaration of Confidentiality, as per **Appendix E2**. This Declaration shall be forwarded to RailCorp's Representative prior to commencement.

The Contractor must remove from the property (so as not to have any further connection with the performance of the Services) any personnel involved in a breach of this clause.

E18.5. Code of Conduct

The Contractor shall adhere to RailCorp's Code of Conduct. The Contractor must ensure that its Personnel and subcontractors are given a copy of the "Code of Conduct" booklet. Condensed versions and translations shall be made available from RailCorp upon request. Refer **Appendix E3** for copy of the condensed version of the Code of Conduct in English.

E19. CONTRACTOR'S OBLIGATION TO MAKE GOOD

Where an Area is not thoroughly clean, RailCorp's Representative shall inform the Contractor and the Contractor shall rectify the Services within 48 hours of receiving verbal advice from RailCorp to a standard acceptable by RailCorp.

The Contractor shall record the rectified Services performed subject to clauses E17 and E19.1 in the Site book.

RailCorp's Representative will initial the Cleaner's Site Book when such Services is thoroughly cleaned and approved by RailCorp.

E20. OTHER CONTRACTORS

Where the Contractor has performed the rectification Services provided subject to clause E17 and E19 and the Services are not to the standard of RailCorp, RailCorp will be entitled to instruct a substitute contractor to perform the Services.

The Contractor will be liable to RailCorp for all costs and losses incurred by RailCorp as a result of instructing the substitute contractor, pursuant to clause E19.1.

E21. REPORTS

The Contractor must provide, within a reasonable time, to RailCorp any reports required by RailCorp during the Period of Engagement. Any reports provided by the Contractor pursuant to this Contract shall be in writing.

APPENDIX E1

LOCATION DRAWINGS

APPENDIX E1 – DRAWING LIST

<u>Drawing No.</u>	<u>Title</u>
PLAN	
A0-01 – Rev A	ART PETERSHAM SITE PLAN
474 – WD01 – Rev A	EVELEIGH RAIL COMPLEX PLAN
950 – 747 – Rev A	BELMORE TRAINING COLLEGE PLAN – LEVEL 1
950 – 748 – Rev A	BELMORE TRAINING COLLEGE PLAN – LEVEL 2
A0-1	BROADMEADOW TRAINING ROOMS & OFFICE

APPENDIX E2

DECLARATION OF CONFIDENTIALITY

CONFIDENTIALITY AGREEMENT

Dated.....of.....2006

PARTIES:

RAIL CORPORATION OF NEW SOUTH WALES C/- Level 6, 18 Lee Street, Chippendale, NSW 2008
("RailCorp")

and

.....

of

.....

("The Company")

THE PARTIES THEREFORE AGREE:

In consideration of RailCorp awarding a Contract to the Company, the Company hereby promises RailCorp that any Information acquired or obtained by the Contractor or its personnel in the course of performing its obligations under this Agreement any information which may come into possession of, or may be sighted by, the Contractor or its personnel, which is of a confidential nature during the period of engagement of the Services or any extended period, shall:

- (i) be held confidential by the Company and used only for the Services to be undertaken for and on behalf of RailCorp or in the provision of the Services;
- (ii) not otherwise be disclosed to any third party without the prior written permission of RailCorp;
- (iii) ensure that its Personnel do not, either directly or indirectly, make a record of, or divulge or communicate to any person;
- (iv) not copy any material for any purpose unless authorised to do so by RailCorp;
- (v) ensure that all personnel, prior to commencement, sign this Declaration of Confidentiality.
- (vi) remove from the property (so as not to have any further connection with the performance of the Services) any personnel involved in a breach of this clause.

This promise of confidentiality shall continue notwithstanding the expiration or termination of the Contract.

Signed Witness

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.....

.....

(Print Name)

.....

(Print Name)

APPENDIX E3

CODE OF CONDUCT

CODE OF CONDUCT

A condensed version of RailCorp's Code of Conduct (in English) is attached.

Notes:

1. This condensed is also available in Arabic, Greek, Hindi, Italian, Macedonian. Filipino and Simplified translations.
2. The Contractor (the successful Tenderer) will be issued with copies of full version.