



INVITATION TO TENDER

TENDER NO. 03814160

in respect of

WARRAGAMBA DAM HYDRAULIC MODEL TESTING

Contact Officer:

Alison Heald

Email Address:

Procurement@sca.nsw.gov.au

Closing Date and Time:

10.00am Tuesday 12th August 2014

Place for Lodgement:

Either

through the NSW Government

eTendering web site www.tenders.nsw.gov.au/sca

or

lodgement to

Tender Box

Sydney Catchment Authority

Level 4, 2-6 Station Street

PENRITH NSW 2750

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PART A - CONDITIONS OF TENDER

A1. THE TENDER

- (a) All Tenderers must comply with the NSW Government Procurement Policy and the NSW Code of Practice for Procurement (the 'Code'). Lodgement of a Tender will be evidence of the Tenderer's agreement to comply with the Code.
- (b) All Tenderers must comply with the SCA Code of Conduct and by submitting a response to this tender the tenderer is acknowledging that they will comply with the SCA Code of Conduct. The Code of Conduct can be viewed and downloaded at the following link.
¹<http://www.sca.nsw.gov.au/about/working/jobs>
- (c) The Tenderer submits its Tender to carry out the Works for the Fee set out in clause B2.
- (d) The Tender is submitted as an offer that may be accepted by the SCA by a letter of acceptance.
- (e) Unless otherwise agreed the terms of the Contract will be in accordance with the Invitation to Tender.
- (f) The SCA may issue a formal instrument of agreement if it so chooses.
- (g) Tenders are to be deposited in or posted to the Tender Box on Level 4, 2-6 Station Street, Penrith NSW 2750 addressed to the Procurement Manager or through the SCA's online eTendering website at **<https://tenders.nsw.gov.au/sca>**. Tenders submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than tenders submitted by other means. Tenderers, by electronically submitting a tender, are taken to have accepted any conditions shown on the SCA online eTendering website. The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt. Applications submitted electronically must be in Adobe PDF file format that can be read, displayed and printed. Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Applicants must not submit self-extracting (*.exe) zip files. Tenderers must not change existing text in electronic tender forms other than to insert required information.
- (h) The Tenderer's Tender shall remain open for acceptance by SCA for 90 days from the Closing Date.
- (i) The Tenderer acknowledges that no information provided by or on behalf of the Tenderer to the SCA is or will be false or misleading.
- (j) The Tenderer warrants that it submits its Tender in good faith.

¹ Code of Conduct Clause added November 2013

- (k) The SCA may, in its sole discretion, reject or accept any Tender or abandon the tender process and will not be liable to any Tenderer for any such decision.
- (l) The Tenderer must complete all Part B Schedules and other documentation in the form required by the Invitation to Tender.
- (m) Tenderers are required to independently acquaint and satisfy themselves with all aspects of this Invitation to Tender. Tenderers shall be deemed to have:
 - (i) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender;
 - (ii) satisfied themselves as to the correctness and sufficiency of the Tender and that all Fees cover the cost of complying with the Invitation to Tender and all matters and things necessary for the due and proper provision of the Works; and
 - (iii) where applicable, examined the Sites where the Works will be provided and satisfied themselves as to the ingress and egress to the Sites, physical restrictions, environmental and safety considerations and all necessary approvals required.
- (n) Tenderers should contact the Contract Officer by email if they have any queries. Tenderers should note that all answers to clarification questions will be issued in writing to all Tenderers.
- (o) The SCA reserves the right to seek clarification, verification and additional information from third parties and the Tenderer authorises the SCA to do so.
- (p) The Tenderer acknowledges and warrants that:
 - (i) It has not provided nor will it provide false and misleading information to the SCA;
 - (ii) No conflict of interest exists at the date of submitting this Tender. The Tenderer will immediately inform the SCA of it becoming aware of any actual or potential conflict of interest at any time;
 - (iii) Evidence of collusive tendering may lead to the rejection of some or all Tenders and Tenderers involved in such practices may be barred from tendering to the SCA in the future; and
 - (iv) The SCA may invite, consider evaluate and accept Tenders from entities which were involved (in any way) in the preparation of the Invitation to Tender (including the Specification).
- (q) All fees must be submitted in Australian currency.
- (r) The SCA will evaluate the Tender based on the Technical response to the requirements of the Tender along with the Commercial risk and compliance and the Tender Fee. The information used to evaluate the Tenders will

include but not be limited to the information submitted by the Tenderer in the Schedules.

- (s) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA may publish the following information about a contract awarded under this Invitation to Tender:
 - (i) details of Contract (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the Contract; the period of the Contract);
 - (ii) the full identity of the successful Tenderer including details of cross ownership of relevant companies;
 - (iii) the Fee and the basis for future changes in the Fee;
 - (iv) the significant evaluation criteria and the weightings used in tender assessment; and
 - (v) provisions for re-negotiation (where applicable).
- (t) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA publishes information regarding the contracts it enters into with private sector (on the internet and elsewhere as determined by the SCA). This disclosure is made in full compliance with the *Government Information (Public Access) Act 2009* and Premier's Memorandum M2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts.
- (u) Tenderers may request that SCA not disclose information included in their Tender that would place the Tenderer at a substantial commercial disadvantage with its competitors but must give the reasons for requesting this. Tenderers must identify any information within their Tender which is considered Commercial-in-Confidence by marking such information "Commercial-in-Confidence". Such a notation will assist SCA in deciding which, if any, information should be disclosed but does not necessarily prevent disclosure. Only that information which is genuinely confidential should be marked "Commercial-in-Confidence". SCA will advise a Tenderer in contention for the Contract what information it agrees not to disclose. SCA's decision is however final and is at SCA's absolute discretion and Tenderers will not make any claim against SCA in relation to any action taken under this clause. A decision by SCA under this paragraph is not a decision which falls within any dispute resolution procedures specified in the Contract being tendered for.
- (v) The Tenderer will keep confidential and will not disclose to any third party any information, whether oral or recorded, including all drawings, specifications and other documents, provided to or obtained by the Tenderer concerning SCA or this Tender, which is not in the public domain (or which is in the public domain as a consequence of a breach of this provision). The Tenderer may, however, make disclosure to a bona fide independent consultant, subcontractors or suppliers retained by the Tenderer for the purposes of preparing or submitting this Tender provided that the consultant

has furnished a written undertaking of confidentiality to SCA on terms similar to this clause. Without limitation no Tenderer will in any way publicise its Tender or proposed Tender.

- (w) Where a Tenderer offers an alternative option which may benefit the SCA it should accompany the conforming Tender, be fully described, including how it differs from the requirements of the Invitation to Tender, and all foreseen advantages detailed. All such alternatives will be considered on their merits.

A2. ASSESSMENT OF TENDERS

- (a) The SCA will evaluate Tenders received in order to assess which Tender(s), if any, will be accepted.
- (b) In the course of the evaluation process, the SCA may request additional information by way of clarification or otherwise. The cost of providing any additional information must be borne by the Tenderer.
- (c) Tenderers are advised that the SCA reserves the right to seek clarification, verification and additional information from third parties, and the Tenderer authorises the SCA to do so.
- (d) As part of the evaluation process, selected Tenderers may be invited to make a presentation to the SCA.
- (e) All valid Tenders will be evaluated in accordance with the criteria set out below. The criteria are not listed in any special order, some may be mandatory, they may not necessarily be accorded equal weighting and are not exhaustive.
- (f) The criteria include:

Technical

1. Previous experience of the Tenderer in providing similar Services in the recent past including that of any proposed sub-contractors {Schedules B4 & B11}.
2. Proposed methodology and proposed program to deliver the project within the timeframes specified in the tender document {Schedule B5}
3. Demonstrated relevant experience, qualifications and expertise of proposed staff {Schedules B9 & B11}.
4. WHS, Quality, Environmental, other Government initiatives such as energy savings, usage of recycled paper etc. {Schedules B6, B7, B8 & B13}.

Commercial

1. Compliance with Commercial Conditions [Schedule B3 & B10]
2. Departures and Qualifications [Schedule B3]
3. Satisfactory insurances (mandatory) [Schedule B12]

Price

1. Tender Price [Schedule B2]
 2. Any reimbursable items listed in the Departures and Qualifications [Schedule B3]
 3. Costs to the SCA associated with any Departures and/or Qualifications contained in the tender submitted [Schedule B3]
- (g) The Schedules referred to above are a guide only and SCA reserves the right to review any Schedule or any part of the Tender submitted as part of the assessment of any criteria.
- (h) SCA may engage the Works of external organisations to assist with the evaluation of Tenders.
- (i) No contract whatsoever shall come into existence between the SCA and the Tenderer until a formal letter of acceptance is issued in relation to this Invitation to Tender and then only on the terms outlined in that letter of acceptance and any contract which may have come into existence regarding the tender process, which may but for this clause have come into existence, is excluded. If notwithstanding this clause such a contract is found then the SCA's liability in respect of this contract is limited to \$1.00.
- (j) For on site works, if the SCA determines, in its absolute discretion, that the Service Provider requires a Permit to Work Certificate or equivalent the Service Provider shall not commence the on site activities until such permit is received and the Service Provider shall comply with the terms and conditions of the Permit to Work Certificate in carrying out the Services.

PART B - SCHEDULES**B1. TENDER FORM**

Name of Tenderer:
(the "Tenderer")

Is the Tenderer a corporation/partnership/individual/proprietor/other:

.....

ABN (and ARBN if applicable):

Company Address:

.....

.....

.....

Contact Person:

Telephone No.:

Facsimile No.:

Mobile No.:

Email Address:

Address for service of notices:

.....

.....

.....

.....
Name of and Signed by Tenderer

.....
Date

By executing this Tender Form in strict accordance with the Invitation to Tender documents:

- A. the Tenderer tenders and offers to carry out the Services named, shown and described in the Invitation to Tender; and
- B. the Tenderer further promises and agrees, in the event of the tender being accepted, to be bound by the Invitation to Tender and the Tender and any other terms of the Contract.

(Signature)

(Signature)

(Name and role of signatory)

(Name and role of signatory)

(Note: in the case of partnerships all partners at least one partner capable of binding the partnership is to sign. In the case of a company 2 directors or a director and company secretary are required to sign. In the case of a proprietary company that has a sole director who is also the sole company secretary that director is required to sign. In the case of sole traders the sole trader is required to sign.

.....
Name of and Signed by Tenderer

.....
Date

B2. PAYMENT SCHEDULE**B2.1 Contract Fee**Schedule of Rates

The Tenderer shall complete the table below by inserting in the 'Hourly Rate' column the tendered hourly rates, or a lump sum in the 'Amount' column.

Where an hourly rate is tendered, the tendered rate should be multiplied by the estimated time shown, and the total inserted in the 'Amount' column.

Item No.	Description	Lump Sum Amount \$
1.	Construction, calibration and acceptance of model	
2.	Undertake Modelling and collection of results	
3.	Submit Draft Report	
4.	Submit Final Report	
5.	Maintain access to model for further period of 6 months	
	Total of Lump Sums	
	GST	
	Total With GST	

.....
Name of and Signed by Tenderer

.....
Date

SCHEDULE OF FEE (continued)

[illegible]

.....
Date

B2.2 Anticipated Payment Claims

The Tenderer shall list the anticipated payment claims over the Contract Term for the calendar months commencing on the date of acceptance of the Tender.

This schedule is for information only and does not form part of the Contract.

Monthly Period	Anticipated Payment Claims	
	Progress	Cumulative
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

.....
Name of and Signed by Tenderer

.....
Date

B2.3 Hourly Rates for Variations

The Tenderer shall list the title, role, names and hourly rates for personnel required to carry out variations directed in accordance with clause C11 of the General Conditions of Contract. The Tenderer shall also list the GST to be applied to the hourly rates.

The specified rates (and the GST payable) are the total amount SCA will pay for any variation and the rates shall be inclusive of statutory on-costs, overheads, profit, leave loadings, penalty overtime rates, taxes and all other charges.

Title/Role	Name	Hourly Rate \$ (excluding GST)	GST \$

.....
Name of and Signed by Tenderer

.....
Date

B3. NON COMPLIANCE AND QUALIFICATIONS

The Tenderer is required to submit a conforming offer in accordance with the Invitation to Tender.

If the Tenderer proposes to include any departures from or qualifications to the Invitation to Tender, including commercial and/or technical requirements, all such departures and/or qualifications must be fully documented in this Schedule.

Any departures and/or qualifications not shown on this Schedule will not be considered.

Reference (Part and Clause)	Non Compliance	Reason for Non Compliance	Cost to Comply if Applicable (\$ ex GST)

.....
Name of and Signed by Tenderer

.....
Date

B4. INFORMATION REGARDING TENDERER'S ORGANISATION**B4.1 Business Information (provide when requested by the nominated Assessor)**

The Tenderer shall provide the following information:

- (a) A brief outline of the Tenderer's current business, including which business lines account for the greater proportion of revenue.
- (b) Details about the Tenderer's operation in Australia including time established, locations, facilities and resources.
- (c) Shareholdings, alliances, partnerships and similar business relationships with other entities in or which are related to the industry in which the Tenderer operates.

B4.2 Financial Information (provide when requested by the nominated Assessor)

The Tenderer shall provide the following information:

- (a) Most recent annual financial statements (including balance sheet and profit and loss accounts) audited or certified as correct by director and secretary (in the case of a company), partners (in the case of a partnership) or the proprietor (in the case of an individual Tenderer).
- (b) Particulars of principal banker. The Tenderer is deemed to have given its authority to obtain a bank reference and must provide a formal authority if requested by the SCA.
- (c) Particulars of any threatened or pending litigation, claims or undischarged judgments or orders.
- (d) Particulars of:
 - (i) major debtors and creditors; and
 - (ii) contingent liabilities over \$100,000.
- (e) Particulars of any interest the Tenderer or its directors has in any other company, entity or business.
- (f) Agreement to a third party audit of financial information.

.....
Name of and Signed by Tenderer

.....
Date

B4.3 Relevant Experience

The Tenderer's experience in the execution of work similar to that included in this Tender will be taken into account when assessing the Tender. Referees may be approached by the SCA for information when assessing the Tender. The naming of referees below by the Tenderer shall be deemed to constitute a formal authority by the Tenderer for SCA to approach such referees.

Particulars of all comparable work currently or recently undertaken:

Client	Nature of Services	Contract Value (\$)	Contract Period (and start/end date)	Referee Name and Phone No.

.....
Name of and Signed by Tenderer

.....
Date

B5. PROGRAM AND METHODOLOGY**B5.1 Services Program**

The Tenderer is to provide a detailed program for implementation of the Services. This program is to include a proposed Date for Completion.

B5.2 Methodology

Details of the proposed approach, type and scale of model together with Levels of Accuracy

B5.3 Flow Limitations

Provide details of flow limitations of laboratory and demonstrate that facilities proposed have the capability to undertake the modelling

.....
Name of and Signed by Tenderer

.....
Date

B6. WORK HEALTH AND SAFETY (WHS) – NOT USED

.....
Name of and Signed by Tenderer

.....
Date

B7. WORK HEALTH AND SAFETY – RISK MANAGEMENT PLAN

For on site works;

- a) the Tenderer shall identify control measures to address the key hazards nominated by SCA in section WHS Risk Management for Identified Works in Attachment F of this Invitation to Tender.
- b) The Tenderer shall also identify any additional significant hazards associated with the Services that may not have been identified by the SCA in Attachment F. The Tenderer shall also in this section identify control measures to address such hazards.
- c) Tenderers shall include a hazard risk rating giving an assessment of the overall severity of the risk using a WorkCover NSW tool or an equivalent Australian Standard.

Task/Activity	Hazards	Control Measures	Hazard Risk Rating (1 High, 2 Medium, 3 Low)
Site inspections	Access and Egress to sites/buildings/galleries/chambers		
	Environment (Hot/Cold/Wet)		
	Noise and Vibration of equipment while on site		
	Remote Location (Where Applicable)		
Travel to and from Sites	Traffic and Vehicles		

.....
Name of and Signed by Tenderer

.....
Date

B8. ENVIRONMENTAL INFORMATION

The Tenderer shall complete the following table:

Item	Details Required	Response
1.	Is the Tenderer aware of the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation, particularly in regard to pollution control, waste disposal and risk management?	Yes/No
2.	If awarded the Contract will the Tenderer operate with due diligence for the duration of the Contract in preventing the pollution of the environment or preventing the disposal of waste without lawful authority in terms of the <i>Protection of the Environment Operations Act 1997</i> (NSW)?	Yes/No
3.	Does the Tenderer have a proper and suitable system in place for ensuring compliance with the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation?	Yes/No
4.	Does the Tenderer have a proper and suitable system in place for obtaining and complying with the appropriate approvals and licences from statutory authorities, notably the Environment Protection Authority?	Yes/No
5.	Does the Tenderer have adequate human resources, supervision, education, training, monitoring systems and procedures in place to comply with the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation?	Yes/No
6	The SCA promotes use of the recycled paper to protect the environment. The Service Provider shall print all documents and reports required by the Authority on a minimum 50% recycled content paper. Where it is not practical for the Service Provider to use recycled paper for printing of reports and documents, the Service Provider shall obtain written approval from the SCA before printing reports or documents on non-recycled paper.	Yes/No
7	All equipment used in or supplied in the provision of the Services under this Contract should minimise energy use. Equipment should meet best practice in energy management by being the most efficient of its class, and by using the most appropriate energy source for the application (whether that be electricity, natural gas or LPG, a renewable energy source, or any other fuel). This is to ensure low ongoing costs for the operation of the installation. Energy star for office equipment and energy ratings for (usually household) appliances can be used where appropriate.	Yes/No

.....
Name of and Signed by Tenderer

.....
Date

B9. PERSONNEL**B9.1 Experience**

- (a) The Tenderer is to provide details including experience resumes of the Personnel proposed for use on this Contract. The Personnel are to be available for interview if required by Sydney Catchment Authority during the tender assessment.
- (b) In the event that the Tender is successful, the Tenderer shall be bound by the information provided in this Schedule.
- (c) In the event that the Tenderer is successful, the Contractor must ensure that the Personnel are available and services under this Contract in the position and to the levels nominated. The Contractor must not substantiate any Personnel without the prior approval of the SCA (acting reasonably).

Position	Name	Relevant Experience	Responsibility with Respect to Contract

B9.2 Resources

The Tenderer is to set out the proposed human resources levels to provide the Services including linking resource levels to the proposed program.

.....
Name of and Signed by Tenderer

.....
Date

B10. CONFLICTS OF INTEREST AND FAIR DEALING

- (a) The Tenderer shall complete this schedule as part of their Tender. The information (if any) provided by the Tenderer in the space below will be taken into account in evaluating the Tender.
- (b) To the best of the Tenderer's knowledge and belief, after due enquiry, no family relationship exists between:
- (i) on the one hand, the Tenderer or any employee of the Tenderer directly or indirectly involved in the preparation or submission of the Tender; and
 - (ii) on the other hand, any employee of Sydney Catchment Authority involved in evaluation of tenders or administration of contracts or in possession of confidential information relating to the Tender or the Contract.
- (c) Disclosure of family relationships with Sydney Catchment Authority's employees must include details of the nature and extent of the relationship or association.
- (d) The Tenderer has not engaged in any unethical behaviour or sought and/or obtained an unfair advantage in obtaining business with Sydney Catchment Authority and will not in relation to this Tender.
- (e) If the Tenderer had received or receives any money or allowance from or on behalf of another Tenderer in relation to this Tender, the money or the value of the allowance will be held on trust for and become immediately payable to Sydney Catchment Authority.
- (f) If the Tenderer allows or pays to or on behalf of a trade or industry association or another Tenderer or any other person any money in breach of the conditions of the Tender Schedule, Sydney Catchment Authority is entitled to withhold from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.
- (g) Paragraphs (e) and (f) (in this Schedule) are cumulative with and not exclusive of the rights, powers or remedies provided by law to Sydney Catchment Authority independently of those paragraphs.
- (h) In consideration of the Tenderer being permitted to tender, and as a fundamental condition of the Tender, the Tenderer agrees that the specifically related provisions of Part C, Conditions of Contract form part of the Conditions of Tendering and for that purpose the Tender shall be read and construed as though references to the Service Provider were references to the Tenderer.
- (i) Unless stated below, the Tenderer has not been nor presently is an employee of Sydney Catchment Authority.
- (j) The Tenderer must notify Sydney Catchment Authority in writing immediately any provision of this Tender Schedule becomes incorrect, with full details of the reasons.

.....
Name of and Signed by Tenderer

.....
Date

THE FOLLOWING INFORMATION IS DISCLOSED FOR THE PURPOSES OF THIS
TENDER SCHEDULE:

.....

.....

.....

.....

.....
Name of and Signed by Tenderer

.....
Date

B11. SUBCONTRACTORS

The Tenderer shall complete the following table for any subcontractors that are to be utilised on the Contract.

The Tenderer is to provide details including experience resumes of the subcontractor(s) proposed for use on this Contract. The subcontractor(s) are to be available for interview if required by Sydney Catchment Authority during the tender assessment.

B11.1 Details of Subcontractors

Subcontractor's Name and Address	Qualifications	Work to be Carried Out

.....
Name of and Signed by Tenderer

.....
Date

B11.2 Details of Subcontractors Experience

Name and address of Subcontractor	Client	Nature of Works	Contract Value (\$)	Contract Period (and start/end date)	Referee Name and Phone No.

B11.3 Details of Subcontractors Personnel

Position	Name	Relevant Experience	Responsibility with Respect to Contract

.....
Name of and Signed by Tenderer

.....
Date

B12. INSURANCE

The Tenderer must attach to this Schedule a copy of a certificate of currency from their insurance company, not their broker, for each policy of insurance required under the Contract.

If required by the SCA the Tenderer must provide a full copy of each insurance policy required under the Contract. Where this is not possible, the Tenderer is to provide a list of the policy exclusions and a statutory declaration confirming that the insurance policy provides the appropriate coverage for the Contract Services.

Tenderers who are unable to satisfy the SCA of their compliance with the insurance requirements may be set aside by the SCA from further evaluation without recourse to the Tenderer.

.....
Name of and Signed by Tenderer

.....
Date

B13. QUALITY ASSURANCE

The Tenderer shall supply the following information relating to Quality Assurance:

1. Has the Company an Officer responsible for quality functions? YES/NO
2. Has the Company a documented Quality Manual? YES/NO
3. Has the Company documented Quality Procedures? YES/NO
4. What is the current status of the Company's Quality System?
 Third Party Certified
 Second Party Certified
 Substantial Implementation
 None
 Other (Please Specify)
5. Name & address of Company or Agency which provided Certification, including Certificate No, date certified and capability statement

6. Results of last audit
 No. of Major Non-conformances
 Date of last audit
7. What Standard (s) do the Company Quality Systems comply to:
 AS/NZS ISO 9001, 9002 or 9003
 AS 3563 or others

.....
 Name of and Signed by Tenderer

.....
 Date

8. Name and telephone number of the Company's Quality Assurance Representative for the Contract [please print]

.....

.....

9. The documents listed in the following table shall be submitted with the Tender.

Company Quality Manual

Quality Plan

Inspection and Test Plan

Tenderer to tick the appropriate boxes in the following table:

Document Description	Copy submitted with Tender	Sample submitted with Tender
Company Quality Manual		
Quality Plan		
Inspection and Test Plan		

Remarks (if any)

.....

.....

.....

.....

.....
Name of and Signed by Tenderer

.....
Date

PART C - GENERAL CONDITIONS OF CONTRACT

C1. CONTRACT INSTRUCTIONS

C1.1 Definitions

- (a) Terms defined in this Part C and used in other parts of the Contract have the same meaning as described in this Part C.
- (b) The terms below have the following meanings:
 - (i) **'Annexure'** means the annexure to this Part C, which is located in Part F – Attachments, clause F1.
 - (ii) **'Commencement Date'** means the date of the commencement of the Contract as evidenced by the Letter of Acceptance or the execution of a formal instrument of agreement (whichever is the later).
 - (iii) **'Completion'** means when the Services are complete. This includes the supply to the SCA of all materials and documents specified in the Contract.
 - (iv) **'Contract'** means the written agreement between the parties as described in the formal letter of acceptance issued by the SCA or evidenced by an executed formal instrument of agreement and includes all schedules and attachments.
 - (v) **'Contract Term'** means the term of the Contract commencing on the Commencement Date and concluding on the issue of a Certificate of Completion.
 - (vi) **'Data'** means drawings, sketches, specifications, digital records and computer software, and all other data and information relating to the Tender or the Contract.
 - (vii) **'Environmental Law'** means any act or regulation of the Local, State or Federal Governments pertaining to the environment, including but not limited to the *Protection of the Environment Operations Act 1997* (NSW).
 - (viii) **'Fee'** means the fee payable by the SCA to the Service Provider for the Services which is set out in B2 Payment Schedule.
 - (ix) **'GST'** means Goods and Services Tax.
 - (x) **'Intellectual Property Right'** includes copyright, patent rights, trademarks, registered designs and other protected rights.
 - (xi) **'Issue'** means any issue, dispute or difference raised by either party under clause C12.
 - (xii) **'Item'** means an Item in the Annexure.
 - (xiii) **'Personnel'** includes employees, agents, consultants and subcontractors.

- (xiv) **‘Principal’s Representative’** means the person nominated from time to time by the Principal to act as their representative.
- (xv) **‘SCA’ or ‘Principal’** means the Sydney Catchment Authority.
- (xvi) **‘Service Provider’** means the party, whose offer for the supply of the Services the SCA has accepted.
- (xvii) **‘Services’** means the whole of the services to be carried out and completed in accordance with the Contract.
- (xviii) **‘Site’** means the site where the Services are carried out or performed, where site works are required.
- (xix) **‘Statutory Requirements’** means the laws relating to the Services or the Site, 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 or the Site.

C1.2 Construction of Contract

- (a) In the Contract:
 - (i) references to days mean calendar days and references to a person include an individual, firm or a body, corporate or unincorporated;
 - (ii) unless otherwise stated, time for doing any act or thing under the Contract shall, if it ends on a Saturday, Sunday or statutory or public holiday, be deemed to end on the day next following which is not a Saturday, Sunday or statutory or public holiday;
 - (iii) clause headings in these General Conditions of Contract shall not form part of these General Conditions and shall not be used in the interpretation of the Contract;
 - (iv) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;
 - (v) communications between the SCA and the Service Provider shall be in the English language;
 - (vi) measurements of physical quantities shall be in the legal units of measurement of Australia;
 - (vii) unless otherwise stated all obligations of the Service Provider under this Contract are at the sole expense of the Service Provider;
 - (viii) the words “including”, “in particular”, and “for example” are to be read as if followed by the words “without limitation”; and
 - (ix) unless otherwise provided, prices are in Australian currency and payments shall be made in that currency.

- (b) The law governing the Contract, its interpretation and construction, and any agreement to arbitrate, is the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- (c) If pursuant to Part D – Special Conditions, clauses or their parts in these Conditions of Contract are deleted, the Contract shall be read and construed as though the clause or its part has been deleted, whether or not that particular clause or its part has been struck from these Conditions of Contract.
- (d) The Contract supersedes all prior statements, representations, contracts, arrangements and undertakings between the parties in relation to the subject matter of this Contract.
- (e) If the Service Provider discovers any ambiguity or discrepancy in any document prepared for the purpose of providing the Services, the Service Provider shall notify the SCA in writing of the ambiguity or discrepancy.
- (f) In the interpretation of this Contract, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Contract or any provision in it.

C1.3 Joint and Several Liability

Where any party consists of more than one person, the liability as between such persons as comprise that party to the other party shall be joint and several.

C1.4 Relationship

- (a) Nothing contained herein shall constitute the relationship of partnership, joint venture or employer and employee between the parties.
- (b) Neither party may act nor has the authority to act as agent of, or to bind the other party to any obligation and neither party shall hold itself out as being the agent of the other party or as having the authority to bind the other party.

C1.5 Service of Notices

A notice (and other documents) shall be deemed to have been given and received:

- (i) if addressed or delivered to the relevant address in the Contract or last communicated in writing to the person giving the notice; and
- (ii) on the earliest date of:
 - (A) actual receipt;
 - (B) confirmation of correct transmission of fax; or
 - (C) 3 days after posting.

C1.6 Assignment

The Service Provider may only assign or transfer the Contract or any payment or any other right, benefit or interest under it, with the written approval of the SCA.

C1.7 Subcontracting

- (a) The Service Provider shall not without the SCA's prior written approval (which approval shall not be unreasonably withheld), subcontract or allow a subcontractor to subcontract any part of the Services.
- (b) Except where the Contract otherwise provides, the Service Provider shall be liable to the SCA for the acts, defaults and omissions of subcontractors and employees and agents of subcontractors as if they were those of the Service Provider.
- (c) Approval to subcontract shall not relieve the Service Provider from any liability or obligation under the Contract.
- (d) The Service Provider acknowledges that it may have responsibilities as a Principal Contractor particularly in relation to Work Health and Safety legislation, Worker's Compensation insurance and other safety matters. The Service Provider is fully aware of all of these responsibilities (if relevant) and will provide the Services in full compliance with them.

C1.8 Novation

When directed by the SCA, the Service Provider, without being entitled to compensation, shall promptly execute a deed of novation, such deed being between the SCA, the Service Provider and the subcontractor for the particular part of (or the whole of) the Services.

C1.9 Waiver

The terms of the Contract cannot be amended or waived unless both parties agree in writing.

C1.10 Order of Precedence

Should there be any inconsistency in the documents forming the Contract, the following order of precedence shall apply:

- (i) Letter of acceptance or formal instrument of Contract;
- (ii) Preamble (if applicable);
- (iii) Completed Tender Schedules – Part B.
- (iv) Special Conditions of Contract – Part D;
- (v) General Conditions of Contract – Part C;
- (vi) Service Requirements – Part E; and
- (vii) Attachments – Part F.

C2. NATURE OF CONTRACT

The Service Provider shall carry out and complete the Services in accordance with the Contract and directions authorised by the Contract for the Fee.

C3. SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

C3.1 Provision of the Services

- (a) The Service Provider shall provide the Services in a conscientious, diligent, expeditious and workmanlike fashion.
- (b) The Service Provider acknowledges that it is both experienced and specialist in services of the type and scale of the Services.
- (c) The Service Provider must use all reasonable efforts to inform itself of the requirements of the SCA and must regularly consult with the SCA during the performance of the Services.

C3.2 Service Provider's Employees

- (a) The Service Provider warrants that its Personnel are competent, have the necessary skills.
- (b) Where Site works are required its Personnel will conduct themselves appropriately whilst at the Site.
- (c) The Contractor must ensure that the Personnel (nominated in the relevant Tender Schedules) are available and work under this Contract in the position and to the levels nominated. The Contractor must not substitute any Personnel without the prior approval of the SCA (acting reasonably)
- (d) The SCA may direct the Service Provider to have removed, within a stated time, from the Site or from any activity of the Services, any person employed on the Services who, in the SCA's opinion, is incompetent, negligent or guilty of misconduct.
- (e) The Service Provider's responsibility for the performance of the Services and for the performance of its Personnel is not altered in any way by clause C3.2(c).

C3.3 Contract Materials

- (a) Except where the Contract otherwise provides, the Service Provider shall supply everything necessary for the proper performance of the Service Provider's obligations and discharge of the Service Provider's liabilities.
- (b) Unless otherwise provided, the Service Provider shall use suitable new materials.
- (c) Upon Completion of this Contract, the Service Provider must promptly return to the SCA all materials and documentation provided by the SCA.

C3.4 Site, where applicable

- (a) The Service Provider acknowledges that any information provided by the SCA concerning the Site (including information provided at the time of Tender), has been provided in good faith and the SCA does not guarantee the accuracy, quality or completeness of the information provided.

- (b) The Service Provider shall observe all rules and regulations in force at the Site and shall comply with all notices and instructions issued by SCA in relation to such rules and regulations.
- (c) The Service Provider shall comply with clause F3 – Work Health and Safety and Environment Site Requirements for Service Providers.

C3.5 Compliance

- (a) The Service Provider shall comply, at its own cost and expense, with all Statutory Requirements, except if (because of the nature of the requirements) only the SCA can comply.
- (b) The Service Provider shall comply with all relevant Australian Standards (if any) in performing and providing the Services.
- (c) The Service Provider must obtain and comply with at its own cost all licences, approvals and consents necessary to carry out the Services in accordance with the Contract, and pay all fees and give all necessary notices arising out of Statutory Requirements, other than those the SCA has arranged.
- (d) Environment, Work Health and Safety and Quality Requirements
 - (i) The Service Provider is responsible for and must comply with the requirements of the Contract for the work health and safety of all persons and the protection of the environment:
 - (ii) The Service Provider must demonstrate to the SCA, whenever requested, that it has met its obligations under clause C3.5(d)(i).

C3.6 Confidentiality

- (a) Without the prior written permission of the SCA, the Service Provider's Personnel shall not disclose or make public any information or material acquired or produced in connection with this Contract or in conjunction with anything relating to the internal affairs of the SCA.

C3.7 Privacy

- (a) The Service Provider acknowledges that the SCA has obligations pursuant to the *Privacy and Personal Information Protection Act 1998* (NSW) and:
 - (i) warrants that it will at all times comply with the provisions of the Act including (but not limited to) in respect of retention, control, access, correction, use, disposal and information management; and
 - (ii) indemnifies the SCA against all and any costs, damage, actions and demands arising out of a breach of any of the provisions of the Act relating to any information under this Contract.

C3.8 Reports

The Service Provider must submit reports to the SCA in accordance with clause F4.

C4. SCA'S RIGHTS AND OBLIGATIONS**C4.1 Access to the Site, where applicable**

- (a) The SCA shall give the Service Provider sufficient access to the Site for the Service Provider to carry out the Services.
- (b) Delay by the SCA in giving access to the Site shall not be a breach of the Contract but may at the absolute discretion of the SCA be grounds for granting to the Service Provider an extension of time or deeming a variation under Clause 11 (or both).

C5. OBLIGATIONS OF BOTH PARTIES

- (a) 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.
- (b) Each party must ensure that at all times there is a person appointed to act with its full authority in all matters relating to the Contract, and must keep the other party informed of the name and contact details of that person.

C6. TIME CONSIDERATIONS**C6.1 Progress**

The Service Provider must expeditiously undertake the Services in accordance with the Program.

C6.2 Extension of Time

Where the Service Provider is of the view that Completion of the Services will take longer than set out in the Program it must contact the SCA as soon as it becomes aware of this giving reasons, a new date for Completion and a revised Program.

C6.3 Liquidated Damages – NOT USED**C6.4 Suspension by the SCA**

- (a) The SCA may instruct the Service Provider to suspend progress of the Services and the Service Provider must comply.
- (b) The Service Provider must resume carrying out the Services when instructed to by the SCA.
- (c) SCA shall pay the Service Provider's reasonable costs associated with such suspension and any subsequent recommencement of the Works after such suspension.

C7. PAYMENT

C7.1 Payment

- (a) The Service Provider shall claim payment progressively at the end of each month.
- (b) Each progress claim shall be given in writing to the SCA and shall include details of the value of Services carried out during that month, derived from the payment amounts in clause B2, and may include details of other moneys then due to the Service Provider pursuant to provisions of the Contract.
- (c) With each progress claim the Service Provider must give the SCA a statutory declaration that all workers employed by or subcontracted to the Service Provider for the Services have been paid their wages and entitlements.
- (d) The SCA shall notify the Service Provider within 10 days of receipt of a progress claim if the payment proposed by the SCA is less than the claimed amount together with the reason.
- (e) If the Service Provider disputes the payment proposed by the SCA the provisions of clause C12 shall apply.
- (f) Unless the SCA provides notice as described in clause C7.1(d) above, the SCA shall pay the progress claim within 28 days of the receipt of a complying, valid Tax Invoice (specified in *A New Tax System (Goods and Services Tax) Act 1999*).

C7.2 GST

- (a) The Fee is inclusive of GST.
- (b) Where supply is made and GST is included in the total amount payable by the SCA, the Service Provider shall provide a Tax Invoice to the SCA with each claim for payment.

C8. INTELLECTUAL PROPERTY

- (a) The Service Provider acknowledges that all material, documents and Data (and all Intellectual Property Rights in such material, documents or Data) created or generated as a result of or in contemplation of this Contract are the property of the SCA upon creation.
- (b) The Service Provider must include provisions in all subcontracts and agreements with consultants to ensure that Intellectual Property Rights in all materials, documents and Data created specifically for the Contract is assigned to the SCA upon its creation. The Service Provider, subcontractors and consultants are granted licences to use the materials, documents and Data for the purposes of the Contract.
- (c) The Service Provider hereby grants to the SCA a royalty-free, non-exclusive, assignable, transferable, perpetual licence to use any intellectual property brought to this Contract or required by the Service Provider to carry out the

Services, other than the material vested in the SCA pursuant to clause C8(a) above.

- (d) Licences must apply from the commencement of the Contract Term or (if the materials, documents and Data is not then available) from the date the material, documents and Data becomes available (as applicable).
- (e) Each party (“the IP Provider”) indemnifies the other Party (“the IP Receiver”) against any claims, actions and loss or damage arising out of any infringement of Intellectual Property Rights in relation to the material, documents and Data provided by or for the IP Provider and used under the Contract or required to use the Services or any other purpose under the Contract.
- (f) The Service Provider must ensure that material, documents and Data created specifically for the Contract by or for the Service Provider is only used for the purposes of the Contract.
- (g) The Service Provider upon request of the SCA, will execute and procure the execution of all documents and do and procure the doing of all acts and things requested by the SCA for the purpose of giving effect to this clause. The Parties’ obligations under this clause shall survive the termination of this Contract.
- (h) The IP Provider warrants that it will not breach any Intellectual Property Rights of any third party.

C9. INDEMNITY

- (a) The Service Provider indemnifies the SCA from and against all claims, actions, costs, expenses, loss or damage (including the costs of defending or settling any action or claim) including but not limited to:
 - (i) loss or damage to property of SCA;
 - (ii) loss or damage to any property;
 - (iii) personal injury (including death) to any person; or
 - (iv) any other liability, loss or damage and any claims, actions, suits, demands, expenses or proceedings of whatever nature in respect of breach of contract, breach of any warranties or representations, breach of a statutory duty, professional negligence or other error or omission arising out of or in connection with the Service Provider’s performance of this Contract.
- (b) The Service Provider’s responsibility to indemnify the SCA under clause C9(a) is reduced to the extent that an act or omission of the SCA and its subcontractors contributes to an injury or death or loss or damage to property.
- (c) If urgent action is required to avoid death, injury or loss or damage, and the Service Provider does not take the necessary action immediately when the SCA requests it, the SCA may take the action (without relieving the Service

Provider of its obligations), at the Service Provider's cost as a deduction from the Fee.

- (d) The Service Provider is not liable to indemnify the SCA in relation to indirect and consequential losses as well as loss of profits, loss or revenue, business interruption, and any losses not reasonably foreseeable by either party at the time of entering into this Contract and the Service Provider's liability in respect of such liability is excluded from this Contract.
- (e) Overall liability of the Service Provider under this Contract is limited to the amount specified for insurances shown in C10.

C10. INSURANCE

C10.1 Type, Level and Duration of Cover

The Service Provider must take out and maintain the insurance policies detailed below ("the Relevant Insurance Policies") in relation to the work:

TYPE OF COVER	LEVEL OF COVER	DURATION OF COVER
Public and Product Liability	Minimum \$10 million for any one occurrence, unlimited as to the number of occurrences during each annual period of insurance.	Contract Term including any Warranty period(s) ("Relevant Period")
Professional Indemnity	Minimum \$2 million for any one occurrence and in the aggregate, unlimited as to the number of occurrences during each annual period of insurance.	Relevant Period plus 7 years
Comprehensive Motor Vehicle	Replacement value.	Relevant Period
Motor Vehicle Compulsory Third Party	In accordance with statutory requirements.	Relevant Period
Workers Compensation	In accordance with statutory requirements.	Relevant Period

C10.2 Mandatory Provisions in Insurance Policies

To the extent reasonably and commercially practicable, the Service Provider must ensure that the Relevant Insurance Policies provide that (or to the effect that):

- (a) SCA's interest as principal to the extent of the Service Provider's liability to it under the Contract are noted;
- (b) Where the Relevant Insurance Policies are varied or terminated by the insurer for any reason (including the non-payment of premiums) the Service Provider must provide written notice to the SCA as soon as possible is given 30 days prior written notice;

- (c) failure by the Service Provider to comply with the terms of the Relevant Insurance Policies will not prejudice the rights of any other insured; and
- (d) the insurer waives its right to set-off or counter-claim or make any other deduction or withholding as against SCA.

C10.3 Service Provider's General Insurance Obligations

The Service Provider must:

- (a) take out and maintain the Relevant Insurance Policies with a reputable and substantial insurer reasonably approved by SCA;
- (b) punctually pay all premiums and charges payable in relation to the Relevant Insurance Policies;
- (c) upon request, provide SCA with satisfactory evidence of the existence and currency of the Relevant Insurance Policies;
- (d) upon request, provide additional information to the SCA regarding the policies and substantiate this information to the satisfaction of the SCA at its discretion. This additional information may include details of any exclusions, excesses or deductibles in relation to a policy of insurance and may involve an extract of the policy or direct contact between the SCA and the insurance broker or insurer; (e) do all things, and provide all documents, evidence and information reasonably necessary to enable SCA to collect or recover any monies due or to become due in respect of any Relevant Insurance Policy;
- (f) not do, permit or omit anything that gives rise to the cancellation of, or a material change or reduction in, any Relevant Insurance Policy;
- (g) where SCA considers that additional insurance may be necessary to cover liabilities that may arise during the performance of the Contract, SCA and the Service Provider shall consult about these matters, including, in particular, about the level of premium payable; and
- (h) where, after consulting with the Service Provider, SCA requires the Service Provider to take out a particular policy of insurance (in addition to the policies of insurance already held by the Service Provider), or to increase the level of cover under an existing policy, the Service Provider shall do all things necessary to obtain that additional policy, or to take out that additional cover, as the case may be, in accordance with SCA requirements (including, if required by SCA, taking out the policy in the joint names of SCA and the Service Provider, or having the name of SCA noted in the policy as a joint insured) and SCA shall reimburse the Service Provider the extra premiums the parties agree are required to comply with the SCA request.

C11. VARIATIONS

C11.1 Variations by the SCA

- (a) The SCA may, on the recommendation of the Service Provider or otherwise, direct the Service Provider in writing to vary the Services, whether the variation is within the general scope of the Services or otherwise.
- (b) Where the variation is within the general scope of the Services, the Service Provider shall not be entitled to any additional payment or time.
- (c) Where the SCA directs a variation that is outside the scope of the Services, the SCA shall price each variation based on (in order of precedence) applicable rates or prices in the Contract or reasonable rates or prices. That rate or price shall be added to the Fee.

C11.2 Variations by Service Provider

If the Service Provider requests the SCA to direct a variation for the convenience of the Service Provider, the SCA may do so at its sole discretion. The direction shall be written and may be conditional. Unless the direction provides otherwise, the Service Provider shall be entitled to neither extra time nor extra money.

C12. DISPUTE RESOLUTION

- (a) Either party may give written notice to the other of an Issue in connection with the Services or the Contract, within 14 days after becoming aware of the Issue.
- (b) The notifying party is to provide particulars, including the factual and legal basis of any claimed entitlement.
- (c) Notwithstanding the existence of an Issue, the parties shall, subject to Clauses C12 and C13, continue to perform the Contract, but the SCA may at its sole discretion withhold the payment of money for the matter that is the subject of the Issue until it is resolved.
- (d) Within 7 days of receipt of a notice, the Service Provider and the SCA are to meet to attempt to resolve the dispute.
- (e) If the Issue is not resolved within 14 days after service of the notice the parties, that Issue shall be and is hereby referred to arbitration.
- (f) If within a further 14 days the parties have not agreed upon an arbitrator, the arbitrator shall be nominated by the SCA. The arbitration shall be conducted in accordance with rules 5 - 18 of the Rules of the Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrators.
- (g) Nothing herein shall prejudice the right of a party to seek injunctive or urgent declaratory relief.

C13. CONTRACTOR PERFORMANCE

C13.1 Contractor Performance Requirements

- (a) The SCA may evaluate performance and identify priorities for improvement. This performance assessment will allow progress to be monitored as the project proceeds.
- (b) Each party and any others who participate in evaluation and monitoring must meet their own costs for attendance at meetings.
- (c) 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.

C14. TERMINATION

C14.1 Termination for Service Provider's Default or Insolvency

- (a) Notwithstanding anything herein contained to the contrary, SCA may terminate this Contract at any time and without prior notice.
- (b) Subject to sub-clause (c) and (d) below, the Service Provider acknowledges that on cancellation of the Contract the Service Provider shall be entitled to payment for the Works completed as at the date notified by SCA plus 2% of the balance of the outstanding monies due under the Contract as full and final settlement of any claim which the Service Provider may have against the SCA.
- (c) SCA may terminate the Contract:
 - (i) immediately upon the Service Provider's actual or threatened insolvency; or
 - (ii) if a material breach of Contract has not been remedied 14 days after notification to the Service Provider from the SCA.
- (d) If SCA terminate the Contract for failure by the Service Provider to remedy a breach of a material term, which includes:
 - (i) suspension of the Works,
 - (ii) failing to provide evidence of insurance;
 - (iii) failing to proceed with due expedition and without delay; and
 - (iv) failing to use the materials or standards of workmanship required by the Contract,

SCA shall prepare a certificate on completion of the Works setting out the costs of the new Service Provider and all costs and losses incurred by SCA. If the amount in the certificate is greater than the Fee plus the price of any

variations in accordance with clause C11, then the Service Provider is liable to pay SCA the difference. Any such action does not invalidate the Contract or affect SCA's rights and remedies under it or under any law.

- (e) The contractual right of the SCA to terminate this Contract does not affect any common law right it may have.

PART D - SPECIAL CONDITIONS OF CONTRACT – NOT USED

PART E - SERVICES REQUIREMENTS

E1. DESCRIPTION OF THE SERVICES

E1.1 Background

As part of the Sydney Catchment Authority's recent gate upgrade works the radial gates at Warragamba Dam were modified such that they are able to be raised to a higher position. However even at this higher opening, whilst the upstream skinplate is clear of the Probable Maximum Flood PMF flow profile through the spillway bays, the radial gate arms are impacted along part of their length. No deflector plates have been fitted to protect the arms as CFD modelling showed limited benefits.

CFD Modelling has been undertaken by Worley Parsons and reviewed by Wallingford to determine the forces that would be acting on the three arms on each side of the gate and the total force acting on the trunnion bearings.

The analysis is quite complex as:–

- There are three arms with the potential for vortex shedding issues
- The arms are not parallel with the side walls but are at a slight angle to the flow direction
- The flow is not uniform across the width of the spillway bay
- There is a vertical concrete side wall in fairly close proximity to the arms

Whilst the results of the CFD modelling appear reasonable there have been a number of assumptions that have been made and there is no way of verifying the results without physical modelling.

E1.2 Scope

1. The consultant is to construct a suitable half or full spillway bay model to an agreed scale that is appropriate to achieve reliable results to an acceptable level of accuracy.
2. The model shall be run:–
 - To determine the spillway discharge and upstream head at which the radial gate arms and the trunnion housing are initially hit by the discharge flow
 - To determine (through appropriate installation of gauges) the dynamic and maximum impact forces (in three directions) acting on the three individual gate arms along their impacted length and then by measurement and/or calculation the total forces (in three directions) acting on the trunnion housing (bearing).
3. Compare the results of the physical and CFD modelling and provide any comments or reasoning for any differences.
4. Prepare a report describing the testing approach and the results, findings and conclusions. Results shall be presented both numerically and graphically and suitable and sufficient photos of the model and the testing shall be incorporated.

Details on the proposed approach, type and scale of model shall be submitted with the tender together with the level of accuracy expected to be achieved in the output forces.

The model shall be kept available for a minimum period of six months following completion of the work.

The expected flows that will need to be modelled through the spillway involve a depth of flow of up to 25m over the spillway crest at a velocity of between 6 and 20 m/s. The scale of the model proposed and the width of the model will determine what flow capacity the model will require. The tenderer will need to state what flow limitations their laboratory has and demonstrate that their facilities have the capability to satisfactorily undertake the modelling.

E2. WORK HEALTH AND SAFETY (WHS)

E2.1 General Requirements

- (a) The Work Health and Safety Act 2011 requires all persons who conduct a business or undertaking to ensure, so far as is reasonably practicable, that workers and other persons are not put at risk from work carried out as part of the business or undertaking. The Service Provider is required to observe all statutory work health and safety requirements and to provide for the protection of persons and property as part of the Contract.
- (b) While working on SCA's premises and/or worksites the Service Provider shall also comply with SCA's work health and safety (WHS) policies and Corporate Instructions as well as SCA directions.
- (c) The Service Provider shall, at all times, exercise any other necessary and reasonable precautions appropriate to the nature of the Services and the conditions under which the Contract is to be performed for the safety of all persons involved in or affected by that Services.
- (d) The Service Provider shall immediately notify WorkCover NSW and the SCA of any serious accident or dangerous occurrence. The Service Provider shall then formally notify WorkCover NSW in accordance with the *Work Health and Safety Regulation 2011*, using the prescribed form, and immediately supply an additional copy to the SCA.

E3. ENVIRONMENTAL REQUIREMENTS

E3.1 Noiseworks Requirements

Where applicable equipment supplied, used and/or installed may need to provide a quiet working environment for SCA personnel and others such as nearby residents. The Service Provider shall comply with the Work Health and Safety Regulation 2011 and Workcover NSW Code of Practice: Managing Noise and Preventing Hearing Loss at Work.

E3.2 Purchasing

The Service Provider shall purchase and use recycled content products where appropriate.

E3.3 Waste Management

- (a) The SCA promotes use of the recycled paper to protect the environment. The Service Provider shall print all documents and reports required by the Authority **on a minimum 50% recycled content paper.**

- (b) Where it is not practical for the Service Provider to use recycled paper for printing of reports and documents, the Service Provider shall obtain written approval from the SCA before printing reports or documents on non-recycled paper.

E3.4 Energy Management

- (a) All equipment used in or supplied in the provision of the Services under this Contract should minimise energy use. Equipment should meet best practice in energy management by being the most efficient of its class, and by using the most appropriate energy source for the application (whether that be electricity, natural gas or LPG, a renewable energy source, or any other fuel). This is to ensure low ongoing costs for the operation of the installation.
- (b) Energy star for office equipment and energy ratings for (usually household) appliances can be used where appropriate.

E4. SPATIAL DATA REQUIREMENTS

- (a) All spatial data will be supplied to the Service Provider in ESRI personal geodatabase format in Geographic Coordinate System (GCS) and Geocentric Datum of Australia 1994 (GDA94).
- (b) All spatial data supplied to the SCA by the Service Provider shall be in Geographic Coordinate System (GCS) and Geocentric Datum of Australia 1994 (GDA94) in ESRI personal geodatabase format.
- (c) All geographical information systems or components of spatial tools must conform to the SCA Corporate GIS standards. All software must be coded in ArcObjects and/or be compatible with the latest ESRI ArcGIS products. All spatial software products shall be capable of reading and writing vector and raster data to ESRI ArcSDE in a Microsoft SQLServer environment.

PART F - ATTACHMENTS**F1. ANNEXURE TO PART C**

Item

- | | | |
|----|---|---|
| 1. | Date for Completion:
(clause C1.1(b)(iii)) | 8 weeks from the Date of the Letter of Acceptance |
| 2. | Time by which Service
Provider must provide a
Services Program: | 7 days from the Date of the Letter of Acceptance |
| 3. | Liquidated Damages
(clause C6.3) | NOT USED |

F2. WORK HEALTH AND SAFETY - HAZARD RISK IDENTIFICATION

It is the responsibility of the Service Provider to ensure effective risk management of hazards. Hazards identified below should be taken into consideration by the Service Provider in the development of a Project WHS Plan.

The information provided below is not intended to be a comprehensive or exhaustive survey of the Services. The Service Provider should not rely solely on the information contained herein and should undertake independent assessment of the hazards and risks associated with the Services.

PART 1: Generic Hazards Associated with the Services

The purpose of this list is to notify the Service Provider of general hazards associated with the Services, including the Site(s) on which the Services are to be carried out.

Hazard	Y	N	Hazard	Y	N
Access and Egress	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Surfaces	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	Hot Work	<input type="checkbox"/>	<input type="checkbox"/>
Biological	<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Pressure	<input type="checkbox"/>	<input type="checkbox"/>
Confined Space	<input type="checkbox"/>	<input type="checkbox"/>	Manual Handling	<input type="checkbox"/>	<input type="checkbox"/>
Cross-Business Interface	<input type="checkbox"/>	<input type="checkbox"/>	Moving Machinery	<input type="checkbox"/>	<input type="checkbox"/>
Dangerous Goods	<input type="checkbox"/>	<input type="checkbox"/>	Multiple Contractors	<input type="checkbox"/>	<input type="checkbox"/>
Demolition Activity	<input type="checkbox"/>	<input type="checkbox"/>	Noise and Vibration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dust	<input type="checkbox"/>	<input type="checkbox"/>	Overhead Hazards	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (including Static)	<input type="checkbox"/>	<input type="checkbox"/>	Portable Tools	<input type="checkbox"/>	<input type="checkbox"/>
Environment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radiation (including Solar)	<input type="checkbox"/>	<input type="checkbox"/>
Hot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slipping, Tripping and Falling	<input type="checkbox"/>	<input type="checkbox"/>
Wet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Steam	<input type="checkbox"/>	<input type="checkbox"/>
Dark	<input type="checkbox"/>	<input type="checkbox"/>	Toxic Materials	<input type="checkbox"/>	<input type="checkbox"/>
Night	<input type="checkbox"/>	<input type="checkbox"/>	Traffic and Vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excavation	<input type="checkbox"/>	<input type="checkbox"/>	Trapped Heat	<input type="checkbox"/>	<input type="checkbox"/>
Fire and Explosion	<input type="checkbox"/>	<input type="checkbox"/>	Underground Activity	<input type="checkbox"/>	<input type="checkbox"/>
Flooding and Overflow	<input type="checkbox"/>	<input type="checkbox"/>	Underground Services	<input type="checkbox"/>	<input type="checkbox"/>
Gas, Fumes and Foul Air	<input type="checkbox"/>	<input type="checkbox"/>	Waste Disposal/Management	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Equipment	<input type="checkbox"/>	<input type="checkbox"/>	Working at Height	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	Working Downstream of a Water Storage	<input type="checkbox"/>	<input type="checkbox"/>
Hot Metal	<input type="checkbox"/>	<input type="checkbox"/>	Working Over, Near, On, In or Under Water	<input type="checkbox"/>	<input type="checkbox"/>
			Workplace Violence		

F3. WORK HEALTH AND SAFETY AND ENVIRONMENT

Under the *Work Health and Safety Act 2011* and the *Protection of the Environment and Operations Act 1997*, while the Service Provider has primary responsibility for ensuring the work health and safety of the Service Provider's employees, SCA may be responsible for the actions of Service Providers performing work on its premises. The Service Provider and any of the Service Provider's personnel (including employees and sub-contractors) are expected to abide by the following minimum requirements:

- (a) The Service Provider must report to the designated SCA supervisor prior to commencement, and on completion, of all on site Services.
- (b) The Service Provider must give reasonable prior notice to the designated SCA supervisor of who will be on Site, at what times, doing what Services (see specific details below).
- (c) The Service Provider must keep a current daily attendance register of persons working on Site.
- (d) The Service Provider must only carry out work for which it is licensed and must make available competency certificates or relevant licenses for inspection by the designated SCA supervisor on request. The Service Provider must ensure that all personnel engaged by it in connection with the Services are appropriately qualified, licensed, competent and experienced in the provision of the type of Services required by SCA.
- (e) The Service Provider must carry out all work in accordance with the *Work Health and Safety Act 2011*, and associated Regulation, Australian Standards and any other relevant Codes of Practice as amended from time to time.
- (f) The Service Provider must, on request, produce evidence of satisfactory insurance cover for Workers Compensation, Third Party Property Damage, Industrial Special Risks/Services, Comprehensive Motor Vehicle, Motor Vehicle CTP as appropriate.
- (g) The Service Provider must exercise care to ensure that any danger to SCA employees and visitors as a result of the work is minimised through the use of appropriate hazard controls to the satisfaction of the designated SCA supervisor.
- (h) The Service Provider must not, without the prior approval of the designated SCA supervisor, bring onto SCA premises any hazardous chemicals (including dangerous goods). Approval will only be given on the understanding that all hazardous chemicals will be transported, handled and stored in accordance with the *Work Health and Safety Act 2011*, the *Work Health and Safety Regulation 2011* the Australian Dangerous Goods Code, any relevant Australian Standard or Code of Practice.
- (i) The Service Provider must not without prior approval from the designated SCA supervisor undertake any hot work or work involving noxious fumes, dust, excessive noise or water-borne pollutants.

- (j) The Service Provider must not allow any contaminated water or other trade waste to enter stormwater drains, sewerage lines or watercourses.
- (k) The Service Provider must report immediately to the designated SCA supervisor any accident, hazard, leak, spill or fire.
- (l) The Service Provider must establish and maintain a mechanism for its employees to regularly discuss and resolve WHS issues and relay this information to SCA Site management and WHS representatives.
- (m) The Service Provider will be responsible for the good and proper conduct of its personnel while on SCA premises. The Service Provider must maintain good order and discipline amongst its personnel particularly while on SCA premises and must not employ in connection with the Services anyone not skilled in the task assigned.
- (n) The Service Provider will ensure that no personnel under the influence of alcohol or drugs are permitted on SCA premises. The Service Provider shall ensure that no alcoholic liquor or alcoholic beverage or illegal drugs are brought onto or consumed while on SCA premises by the Service Provider's personnel in the course of performing the Services. Smoking of any substance will not be permitted in SCA's buildings or vehicles. Smoking on SCA's premises will only be permitted in designated smoking areas.
- (o) The Service Provider will ensure that all its personnel while on SCA premises carry and display an identity card provided by the Service Provider. The Service Provider must instruct all its personnel to wear and present their identity cards, upon request, to the SCA personnel at Site.
- (p) Services locations have First Aid kits (and in some cases rooms) stocked and attended as per the *Work Health and Safety Regulation 2011*. By agreement with the designated SCA supervisor small contractors may rely upon these facilities. Larger contractors (especially those undertaking particularly hazardous work) will have to provide their own First Aid facilities in conformance with the provisions of the above and any other relevant Regulations.
- (q) Services locations have specific WHS requirements which must be adhered to at all times. In particular the Service Provider should be familiar with the following SCA WHS policies and procedures.
- (r) In addition, the Service Provider must comply with any other WHS instructions given by the designated SCA supervisor.
- (s) In completion of the Services, the Service Provider must report to the designated SCA supervisor to have the Site inspected to confirm the Service Provider has restored the Site to the satisfaction of SCA.
- (t) Failure to comply with any of the above may result in SCA directing the Service Provider to cease work or remove employees from the Site.
- (u) Whilst working on Site the Service Provider's primary responsibility at all times is the work health and safety of its personnel and SCA staff. All

decisions regarding the Services must take into account this primary responsibility.

- (v) The Service Provider shall also take all required precautions so as not to damage any of SCA's property. If any damage is caused to SCA's property such damage shall be reported to the designated SCA supervisor.
- (w) Many SCA sites include fuel storage and vehicle refuelling facilities. The Service Provider will not, unless specifically authorised to do so, carry out any work or enter any area near or adjacent to any fuel storage or refuelling facility.
- (x) The Service Provider must provide a copy of these requirements to all of its personnel prior to commencement of the Services.
- (y) Where the Services are carried out over more than one (1) day, the Service Provider must at the conclusion of work each day secure the Services in a safe manner and such that the Services are protected.

F4. REPORTING REQUIREMENTS

Written reports containing the following information are to be provided to SCA on the last working day of every month:

- (a) Progress of the Services during that month.
- (b) Draft Report.
- (c) Final Report.

F5. STATUTORY DECLARATION. TO BE DELETED FOR CONTRACTS RELATING TO CONSTRUCTION SERVICES.

Statutory Declaration

Refer to clause C7.1(c) of the General Conditions of Contract

Oaths Act 1900 (NSW)

Definitions

The Principal is: »
 The Contractor is:
 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.

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 (NSW)].

- .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 (NSW)*.

** 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 (NSW)* by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.
- .6 I am aware that the *Industrial Relations Act 1996 (NSW)* 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* (NSW).

** 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* (NSW) 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* (NSW) 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 Payroll Tax Act

- .11 The Contractor *is registered as / is not required to be registered as** an employer under the *Payroll Tax Act 2007* (NSW).

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

- .12 All payroll 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 17 of Schedule 2 to the *Payroll Tax Act 2007* (NSW).

** 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 18 of Schedule 2 to the *Payroll Tax Act 2007* (NSW) in the capacity of principal contractor in connection with that work to the intent that all payroll 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 *Payroll Tax Act 2007* (NSW) requires any written statement provided by subcontractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Payments to Subcontractors

- .16 The Contractor has paid every Subcontractor, Supplier and Consultant all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the Contract.
- .17 The provisions of clause "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.

Subcontract Cash Security

- .21 All Subcontract security held in the form of cash and all cash retentions from Subcontractor payments are held in trust by the Contractor. The cash security and retentions are held in trust for whichever party is entitled to them, until payment is made to that party.
- .22 The Contractor is maintaining complete records to account for the cash. The records are available to the relevant Subcontractors and the Principal on request

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:*

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 1900 (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.*

F6. EXAMPLE DESIGN SAFETY REPORT

<h2 style="margin: 0;">Design Safety Report</h2>
Designer(s):
PCBU who commissioned design (Client):
Structure that is to be constructed:

List of unusual or atypical design features:

List of Hazardous Material(s) or Hazardous Structural Features	What are the hazards and risks to persons who carry out construction work?	Designers assessment of the risk of illness or injury to persons who carry out construction work	Action taken by designer to control risks
Provided by:		Signature:	Date:

Contractor Performance Evaluation (Sample Template)

Contract Title	
Contractors Name	
Contract Number	
SCA Contract Manager	
Period of Assessment	
Date of Assessment	

Rating System	
P3	Excellent (Reasons and examples, must include the innovation resulting in this ranking)
P2	Above Expectation (Reasons and examples)
P1	Meet Expectations (There can be no items or elements that do not meet the minimum requirements)
F1	Unsatisfactory (If there are any elements that do not meet the minimum performance requirements.)

Topic	Objective	Rating (this period/completion	Comments and justification	Contractors Response and Comments
Communication and Time Management	Meeting milestones, resourcing, planning, reporting etc.			
Management and Suitability of Project Personnel Sub consultants and other suppliers	Skills, experience, sufficient numbers etc.			
Claims	Progress Claims and Variations			
Standard of Service including costs/pricing	Meeting brief, budgets, value for money, no rework, level of supervision, coordination & cooperation			
Quality Outcomes	Quality Management, audit results, non conformances, design meetings			
WHS Outcomes	WHS Management, audit results, accidents, injuries, issues, lost time			
Environmental Outcomes	Environmental management, audit results, Non Conformance Reports, discharge, contamination, waste management			
Cooperation	Cooperative approach, commitment, issue resolution, disputes			
Note: The participants should decide on an action plan during the meeting, after discussing project and contract objectives, comments, observations and suggestions for improvement. If the service provider did not participate in the assessment, a copy must be provided for their records.				