

**INVITATION TO TENDER****TENDER NO. T02630271**

in respect of

**BENDEELA PIPELINE INTERNAL LINING UPGRADE**

**Contract Officer:** Shadiqua Nainar

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**Closing Date and Time:** **10.00 am Wednesday 26 November 2008**

**Place for Lodgement:** Tender Box  
Sydney Catchment Authority  
Level 4, 2-6 Station Street  
PENRITH NSW 2750

**Mandatory Tender Briefing:** **09.30 am Thursday on 13 November 2008 & Friday on 14 November 2008 at Kangaroo Power Station**

**Tender Document Hard Copy:** \$110 inclusive of GST (not refundable)

**Tender Document Soft Copy:** Available to be downloaded **FREE OF CHARGE** from the NSW Government tendering web site [www.tenders.nsw.gov.au/sca](http://www.tenders.nsw.gov.au/sca)

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## **PART A - CONDITIONS OF TENDER**

### **A1. THE TENDER**

- (a) The Tenderer tenders to provide to the SCA the Works for the Fee set out in Part B, Schedule B2. The Fee takes into account all costs to the Tenderer including but not limited to payment of salaries and wages, cost of Works, costs such as licence fees and compliance with the requirements of statutory authorities, overheads and profit.
- (b) This Tender is lodged upon the following conditions:
  - (i) The Tender is submitted as an offer, in accordance with and subject to all the provisions of the Invitation to Tender and may be accepted by the issue of a letter of acceptance from SCA or, if required by SCA, the execution of a formal instrument of agreement between SCA and the Tenderer.
  - (ii) Unless otherwise agreed, the terms of the Contract will be in accordance with the Invitation to Tender and a formal instrument of agreement may be entered into.
  - (iii) The Tender will remain open for acceptance by SCA for ninety days from the Closing Date and will not be withdrawn or amended without SCA's prior written consent.

### **A2. TENDERER ACKNOWLEDGMENTS**

- (a) The Tenderer warrants and acknowledges that:
  - (i) no information provided by or on behalf of the Tenderer to SCA at any time in relation to the Tenderer or this Tender is or will be false or misleading;
  - (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;
  - (iii) this Tender is governed by the provisions of these Conditions of Tender read with the other documents comprising the Invitation to Tender;
  - (iv) evidence of collusive tendering may lead to the rejection of some or all Tenders for the Contract and Tenderers involved in such practices may be barred from tendering for further contracts with the SCA for a period to be determined by the SCA (and which may be indefinite); and
  - (v) 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).

**A3. TENDERER WARRANTIES**

- (a) The Tenderer warrants that:
- (i) neither the Tenderer nor any of its servants or agents have entered into any contract, arrangement or understanding to pay moneys or provide any other consideration or benefit to any trade association apart from the normal amount (annual subscription, turnover or contract fee) imposed by that trade association, in the event that it is the successful Tenderer;
  - (ii) neither the Tenderer nor any of its servants or agents had any knowledge of the price of any other Tenderer prior to submitting this Tender nor has the Tenderer or any of its servants or agents disclosed to any rival Tenderer the Tenderer's price prior to the closing of Tenders;
  - (iii) the Tenderer submits this Tender in good faith and has not deliberately set its Tender price above or below the level of rival Tenderers; and
  - (iv) neither the Tenderer nor any of its servants or agents has entered into any contract, arrangement or understanding having the result that, in the event that it is successful in this Tender, it will pay to any unsuccessful Tenderer any moneys or provide any other consideration or benefit in respect of or in relation to the Tender or any contract arising from it.

**A4. COMPLIANCE**

- (a) Any Tender which does not fully comply with these Conditions of Tender (or the Invitation to Tender) may be rejected by SCA. SCA may, in its absolute discretion, consider and accept any Tender, other offer or proposal notwithstanding such Tender, other offer or proposal may not comply with or conform to the requirements of this Invitation to Tender.
- (b) The Invitation to Tender comprises the documents listed in the "TABLE OF CONTENTS" above.
- (c) Tenders must be in accordance with the Invitation to Tender, however, alternative Tenders may be considered if they meet the objective and intent of the requirements of the Invitation to Tender and offer increased benefits to SCA.

**A5. TENDER SCHEDULES AND ANNEXURES**

The Tenderer must complete all Part B Tender Schedules and other documentation in the form required by the Invitation to Tender.

**A6. TENDER FEE**

- (a) A non-refundable fee of \$110 (inclusive of GST) shall be paid to SCA on or before collection of a hard copy of the Invitation to Tender. The fee is not

refundable. The fee shall be payable by cash or cheque drawn in favour of "Sydney Catchment Authority".

- (b) Soft copy of Invitation to Tender is available free of charge from the NSW Government tendering web site [www.tenders.nsw.gov.au/sca](http://www.tenders.nsw.gov.au/sca).

## A7. TENDER BRIEFING

- (a) A **mandatory** tender briefing and induction followed by site inspection will be held **on Thursday 13 November 2008 and Friday 14 November 2008** commencing at **09.30 am at Kangaroo Power Station** (Refer F11 for direction) to discuss aspects of this Invitation to Tender including an explanation of the Works required and questions from the floor will be answered. All Tenderers who wish to attend the inspection must be reasonably fit and must be prepared to wear a safety harness while inspecting the lower reaches of the pipe line and the power station. As the number of persons who can travel through the pipeline is limited, tender briefing followed by site inspection has scheduled for two days and Tenderers will be grouped into two groups to attend the briefing and site inspection. **Tenderers should notify the Contract Officer by facsimile by 4.00pm Tuesday 11 November 2008** of their intention to attend, which is mandatory in order to group them for the site inspection. Upon receipt of the Tenderers intention to attend the visit, Tenderers will be grouped and informed them the date on which they should attend the tender briefing and site inspection.
- (b) It would be highly desirable that all prospective Tenderers attend the briefing in order that they fully acquaint themselves with the Invitation to Tender requirements. Prospective Tenderers must attend this briefing to be eligible to submit a Tender.
- (c) Only prospective Tenderers who have purchased or downloaded a soft copy from web site the Invitation to Tender document may attend this briefing.
- (d) Each Tenderer may attend with supporting persons such as subcontractors and consultants however; the maximum number of people who may attend the inspection on behalf of each Tenderer is two.
- (e) It is also expected that all Tenderers will have thoroughly read this document prior to the briefing.

## A8. JOINT UNDERTAKINGS AND JOINT VENTURES

Any Tender which is submitted by a combination of two or more organisations, as a joint venture, a consortium or otherwise, shall clearly state the nature of the association between the organisations and the basis upon which they propose to contract with SCA in which event they shall be jointly and severally bound by the Tender and by the Contract if their Tender is accepted, and shall be jointly entitled to the benefit of the Contract if their Tender is accepted. This information must be provided in Part B, Schedule B1 of the Tender Form.

**A9. GENERALLY**

- (a) The Invitation to Tender may only be varied, modified, amended or added to in writing executed by SCA.
- (b) These Conditions of Tender exclusively govern the tender process initiated by SCA in relation to the subject matter of the Invitation to Tender.
- (c) No forbearance, delay or indulgence by SCA in enforcing any right it may have will prejudice or restrict its rights or give rise to any waiver. SCA's rights may only be waived in writing and no waiver of any right in relation to a breach is to operate as a waiver of any subsequent breach.
- (d) Tenderers and SCA will bear their own respective legal and other costs in connection with the Invitation to Tender, the Tender submitted, the evaluation of the Tender and any contract arising.

**A10. TENDERERS TO INFORM THEMSELVES**

- (a) Tenderers are required to independently acquaint and satisfy themselves with all aspects of the Invitation to Tender. Tenderers shall be deemed to have:
  - (i) examined the Invitation to Tender and any other information made available in writing to Tenderers for the purpose of tendering;
  - (ii) examined all information relevant to the risks, contingencies, and other circumstances having an effect on the Tender including satisfying itself as to the requirements for the Works which is obtainable by the making of reasonable enquiries;
  - (iii) satisfied themselves as to the correctness and sufficiency of the Tender and that all prices cover the cost of complying with all the Conditions of Tender and of all matters and things necessary for the due and proper provision of the Works; and
  - (iv) 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.
- (b) If there is any doubt as to the meaning of any parts of the Invitation to Tender clarification shall be requested from the Contract Officer which clarification shall be valid only if issued in writing. Any clarification given by the SCA pursuant to this clause shall also be issued to all prospective Tenderers, unless the Tenderer making the request can satisfy the SCA at the time of making the request that to do so would harm its position.
- (c) Tenderers may make arrangements to visit the Site(s) at any time up to the Closing Date by contacting the Contract Officer.
- (d) Where Tenderers have made assumptions in preparing Tenders or where a Tender includes qualifications or exclusions in relation to specified requirements or conditions, these are to be clearly defined in the Tender and

in particular qualifications or exclusions are to be included in Part B, Schedule B3.

#### **A11. ALTERNATIVE TENDERS**

- (a) Alternative Tenders must:
  - (i) include all Part B Schedules properly completed including Part B, Schedule B1 Tender Form;
  - (ii) be clearly marked “Alternative” on each page;
  - (iii) clearly outline the procedure for, and the difference between, the complying Tender and the proposed alternative;
  - (iv) highlight details of where the alternative Tender varies from and is preferable to the specified requirements or conditions of SCA;
  - (v) demonstrate how the alternative Tender would provide increased benefits to SCA; and
  - (vi) be nominated in Part B, Schedule B17 that an alternative Tender is being submitted and submit the alternative Tender in that Schedule.

#### **A12. ENVIRONMENTAL DUE DILIGENCE**

- (a) The Tenderer shall submit with its Tender, at Part B, Schedule B8, evidence of its awareness of the *Protection of the Environment Operations Act 1997* (NSW). Such submission shall demonstrate that the Tenderer shall operate with due diligence for the duration of the Contract in preventing the pollution of the environment or in preventing the disposal of waste without lawful authority in terms of the *Protection of the Environment Operations Act 1997* (NSW). The submission shall address the following matters:
  - (i) That a proper and suitable system shall be in place for ensuring compliance with legislative requirements.
  - (ii) That adequate human resources, supervision, education, training, monitoring systems and procedures shall be in place.

#### **A13. GOODS AND SERVICES TAX**

- (a) The Fee listed in this Tender must include Goods and Services Tax (GST) if it is payable and the amount of any GST included in the Fee shall be shown as a separate item. The Tender must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Contract.
- (b) If the Tenderer does not provide an Australian Business Number (ABN) indicating that the Tenderer will pay GST on any taxable supply made under the Contract, the Tender price will be increased by 10% during the assessment of the Tenders in the Fees Criteria.

#### **A14. SUBMISSION OF TENDER**

- (a) All Tenders must be completed in indelible ink and submitted in English.

- (b) All prices must be submitted in Australian currency.
- (c) Any alterations or erasures in the Tender must be initialled by the Tenderer.
- (d) Tenderers must comply with all requirements of the Invitation to Tender. Compliance with the requirements set out in the Invitation to Tender will be an important consideration in the Tender evaluation process. In addition, the Tenderer must submit all additional information required in support of the Tender.
- (e) **Tenderers must submit one (1) original and three (3) complete copies of the Tender to SCA for evaluation.** The original must be signed and marked "Original". The three (3) copies must be initialled and marked "Copy". The Tenderer is to ensure that each copy is a true copy of the original in all respects. Should any discrepancy be discovered, the original will take precedence over the copy.
- (f) The original is to include all information including the Fee.
- (g) **The three (3) copies are each to be separated such that all pricing details provided in Part B, Schedule B2 are in a separate (removable) section to other information. No pricing details should be provided anywhere other than in the removable section.**
- (h) All Tenders should be executed as indicated below:
  - (i) In the case of a corporation by the signature of:
    - (A) two directors of the company; or
    - (B) a director and a company secretary of the company; or
    - (C) for a proprietary company that has a sole director who is also the sole company secretary, that director.
  - (ii) In the case of a partnership or an individual by signature of each partner or the individual as the case may be (with the full name printed under the signature).
- (i) The foot of each page of the completed Part B Schedules must be signed by the Tenderer or, if a corporation, by the person(s) executing the Tender in accordance with clause A14(h) above.
- (j) The order of documentation in the Tender must reflect the order of documents in this Invitation to Tender.
- (k) Foreign Currency Adjustments

Tenderers requiring all or part of any imported content to be subject to currency adjustment as detailed in Special Conditions of Contract – Currency Fluctuation must submit a breakdown of the Tender amount which details the items and the values in all applicable currencies.

**A15. LODGEMENT OF TENDERS**

- (a) Tenders properly addressed to the SCA Tender Box, will be received until the Closing Date and Time.

**Wednesday 26 November 2008 at 10.00 am**

- (b) Tenders should be in a sealed package, and marked "Invitation to Tender for Tender Number T02630271, Bendeela Pipeline Internal Lining Upgrade".
- (c) Tenders may be submitted:
- (i) by hand deposited in the SCA Tender Box, Level 4, 2-6 Station Street, Penrith between the hours of 9:00am and 4:30pm on normal business days; or
  - (ii) through the post, by registered mail, addressed to SCA Tender Box, Sydney Catchment Authority, PO Box 323, Penrith 2751.
- (d) Tenders received through the post will be deemed late unless the package bears a postal authority postmark clearly indicating that the time and date of posting was such that it was posted in time to reach the SCA by the Closing Date and Time. (Note: The imprint of a privately operated franking machine is not acceptable evidence of time and date of posting.)
- (e) Late Tenders will not be considered.
- (f) Tenders which are too bulky to be placed in the SCA Tender Box, may be lodged with the Reception at the Sydney Catchment Authority, Level 4, 2-6 Station Street, Penrith. In cases where delivery personnel require a signature as evidence of delivery, a signature may be obtained from the receptionist at the Sydney Catchment Authority, Level 4, 2-6 Station Street, Penrith between 9.00am and 4.30pm on normal working days.
- (g) Facsimile or electronic submissions of Tenders will not be accepted.

**A16. OPENING OF TENDERS**

Neither Tenderers nor their representatives will be permitted to attend the opening of Tenders.

**A17. FURTHER INFORMATION**

- (a) Requests by prospective Tenderers for further information or queries regarding the Invitation to Tender shall be directed in writing to the Contract Officer.
- (b) Any errors, omissions or inconsistencies noted by Tenderers in the Invitation to Tender should be communicated immediately in writing to SCA. Clarification of the Invitation to Tender in response to queries from any Tenderer will be sent to all Tenderers.
- (c) Tenderers shall nominate a person for the purpose of providing and/or responding to clarifications which may arise during the evaluation of

Tenders. The name and contact details of this person must be supplied in writing to the SCA.

- (d) Any clarification response resulting from such a request will be issued in writing by the SCA which may be addressed to all Tenderers and may be in the form of an Addendum, which shall then become part of the Tender Documents. Similarly, should the SCA require documents to be amended an Addendum will be issued. Addenda issued will be numbered consecutively, commencing with the number 1.
- (e) One copy of each Addendum will be issued by the SCA. The original must be signed and included with the Tender, and a copy returned by facsimile or post to the officer indicated in the Addendum (or the Contract Officer if no officer is stated).
- (f) The Tenderer must also in the Tender, refer to each Addendum and state that the Tender allows for the instructions given.

## **A18. EVALUATION**

- (a) 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, 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 SCA reserves the right to seek clarification, verification and additional information from third parties, and the Tenderer authorises SCA to do so.
- (d) As part of the evaluation process, selected Tenderers may be invited to make a presentation to 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, will not necessarily be accorded equal weight and are not exhaustive.

The criteria include:

<b>AREA OF ANALYSIS</b>	<b>PRIMARY SCHEDULE TO BE REVIEWED</b>
<b>FINANCIAL</b>	
Fees	Schedule B2
Costs of Variations (if any)	Schedule B2

<b>AREA OF ANALYSIS</b>	<b>PRIMARY SCHEDULE TO BE REVIEWED</b>
<b>THE WORKS</b>	
Completion Time including completion of each Milestone	Schedule B5



AREA OF ANALYSIS	PRIMARY SCHEDULE TO BE REVIEWED
Implementation	Schedule B5
Occupational health and safety arrangements	Schedule B6
Industrial relations	Schedule B13
Staffing and manpower levels	Schedules B9
Qualifications and experience of nominated staff	Schedule B9
Previous relevant experience	Schedule B4
Environmental procedures	Schedule B8
Hazard Control Plan	Schedule B7 (mandatory)
References from previous clients	Schedule B4
Compliance with Part E	Schedule B3
Quality Assurance	Schedule B15
Security	Schedule B14

AREA OF ANALYSIS	PRIMARY SCHEDULE TO BE REVIEWED
<b>CONTRACT/COMMERCIAL</b>	
Compliance with Part C and D	Schedule B3
Acceptability of insurance	Schedule B16 (mandatory)
Compliance with statutory requirements	Schedule B3
Intellectual Property	Schedule B3
Unconditional Undertakings	Schedule B18
Tenderer's Financial Details including financial capacity to carry out the Works	Schedule B4
Commercial risk assessment including warranties	Schedule B11
Commercial Risk Associated with Use of Subcontractors	Schedule 12

- (f) 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.
- (g) SCA may engage the Works of external organisations to assist with the evaluation of Tenders.

#### **A19. CLARIFICATION/ NEGOTIATION WITH TENDERERS**

- (a) Clarification of Tenders and negotiation of Tenders may be carried out by SCA and if so will be carried out in accordance with the Code of Tendering for NSW Government Procurement and with any relevant Ministerial Directives.
- (b) Tenderers by lodging a Tender agree to engage in this process and offer to do so at no cost to SCA. Commencement of negotiations by a Tenderer will

be legal acceptance of that offer to participate in the negotiations at no cost to SCA. No claims for costs or damages as a result of participating in the negotiation process will be considered by SCA and SCA has no liability for any such claims.

- (c) Tenderers may be required to execute a negotiation Deed in respect of A19(a) and (b) above to cover additional matters.

## **A20. ACCESS TO TENDERER'S PREMISES**

Tenderers shall note that their premises and facilities may be inspected during the Tender evaluation phase. Reasonable notice will be provided to Tenderers of any proposed inspection. Inspections will be carried out between the hours of 9.00am and 5.00pm. Failure by any Tenderer to agree to an inspection may result in its Tender receiving no further consideration.

## **A21. ACCEPTANCE OF TENDERS**

- (a) SCA is not bound to accept the lowest priced Tender or any Tender.
- (b) The SCA may abandon or not otherwise proceed with the Tender process at any time and will not be liable to any Tenderer for any cost or loss to the Tenderer whatsoever including any costs in preparing or submitting the Tender or being involved in the Tender process.
- (c) The SCA may accept, invite, consider and evaluate any Tender from an entity which was involved in any preparatory work in respect of the matters contained in this Invitation to Tender proceeding to tender including (but not limited to) any entity:
  - (i) involved in any way in drafting the Specification, the performance criteria, or any other part of the Invitation to Tender; or
  - (ii) which provided any general or specific advice or assistance.
- (d) The SCA shall not be liable to the Tenderer or any of its servants, agents, officers, representatives, contractors, employees or any other person or entity for which it is responsible at law in respect of any action, suit, claim or demand whatsoever brought by the Tenderer on grounds relating to the SCA's acceptance, consideration, or evaluation of a Tender described in sub-clause A21(b) above.
- (e) The Tenderer, in submitting a Tender, acknowledges and agrees that the decision of SCA in relation to its Tender and that of any other Tender received by SCA pursuant to this Invitation to Tender will be final and not subject to challenge, dispute, explanation or further correspondence.
- (f) The preferred Tenderer will be notified in writing by SCA and may be requested to enter into a formal instrument of agreement with SCA, in accordance with the Invitation to Tender (subject to any agreed amendments) as a formal record of the contract between them.
- (g) A Tender will be accepted and a contract exist only when a letter of acceptance is issued to the Tenderer accepting the Tender. The SCA may

require that the agreement between it and the Tenderer be recorded in a formal instrument of agreement in which case A21(g) below will apply.

- (h) The mechanism for finalising and executing the formal instrument of agreement is agreed as follows:
  - (i) After the preferred Tenderer has been notified, SCA and the preferred Tenderer shall, if required, finalise the terms and conditions of the formal instrument of agreement and the final Contract (within the levels of negotiation allowed by the NSW Government Procurement Guidelines).
  - (ii) Subject to clause A21(h)(iii) below, the formal instrument of agreement must be executed by the Tenderer within a reasonable time after Contract finalisation commences.
  - (iii) If SCA notifies the Tenderer in writing that it is required to execute the formal instrument of agreement, the formal instrument of agreement shall be executed by the Tenderer within five days of such notification.

## **A22. DISCLOSURE**

- (a) 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/Works 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).
- (b) 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.
- (c) 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".
- (d) 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 A22.

- (e) 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.
- (f) SCA may publish the identities of all Tenderers but will not disclose other information included in an unsuccessful Tender. For contracts valued at over \$100,000, SCA will normally publish the names of Tenderers when Tenders close, and other information about the Contract specified above, on the Contracts Notice Board, Level 4, 2-6 Station Street, Penrith NSW and the SCA website ([www.sca.nsw.gov.au](http://www.sca.nsw.gov.au)) within ninety (90) days after award of the Contract. For other contracts SCA will disclose the specified information on request.
- (g) 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.

### **A23. NEW SOUTH WALES GOVERNMENT AND SCA'S POLICIES**

- (a) The attention of all Tenderers is drawn to the National and New South Wales Government policies, codes, NSW Government Preference Scheme and purchasing policies which may apply to this Invitation to Tender.
- (b) All Tenderers must comply with the requirements of the following National and NSW Codes (the 'Codes'):
  - (i) National Codes;
  - (ii) National Code of Practice for the Construction Industry;
  - (iii) Code of Tendering for NSW Government Procurement; and
  - (iv) Code of Practice for NSW Government Procurement.
- (c) The demonstrated ability of a Tenderer to comply with the Codes is an essential aspect of the evaluation of all Tenders.
- (d) If any Tenderer fails to comply with the Codes, their failure may be taken into account by the SCA when considering this or any subsequent Tender and may result in this or any subsequent Tender being passed over without prejudice to any other rights of action or remedies available to the SCA.

- (e) To the extent of any inconsistency between the National and NSW Codes, the requirement of the NSW Codes will prevail.
- (f) By lodging a Tender the Tenderer acknowledges and represents that it is aware of the requirements of the Codes, will comply with the Codes, and will provide periodic evidence of compliance with the Codes and access to all relevant information to demonstrate compliance during the pre-Contract period and for the duration of the Contract.
- (g) Information about the NSW Government Preference Scheme is attached to this Invitation To Tender in Part A, Attachment 1. Attention is further drawn to various SCA policies which may also apply to this Invitation to Tender. Copies of relevant policies will be made available on request. All Tenderers, by submitting their Tenders, acknowledge their willingness to comply with such policies to the extent that they are relevant and applicable to this Invitation to Tender.
- (h) Tenderers may contact the New South Wales Industrial Supplies Office for professional assistance in locating potential sources of supply for Australian manufactured products (and Works) or those having the highest Australian manufactured content.
- (i) SCA is committed to acting with integrity and probity and expects all participating parties to act with integrity and probity in relation to the tender process and all aspects of the Tender and Contract. SCA requires that Tenderers have due regard to probity throughout all processes undertaken pursuant to this Invitation to Tender. SCA may appoint an independent probity adviser to assist it in this regard.

## A24. CHECKLIST

Tenderers should ensure that the following information is included in the Tender:

Schedule B1	Tender Form
Schedule B2.	Payment Schedule
Schedule B3	Non-Compliance and Qualifications
Schedule B4	Information Regarding Tenderer's Organisation
Schedule B5	Implementation Schedule
Schedule B6	OH & S
Schedule B7	Hazard Control Plan (mandatory)
Schedule B8	Environmental Information
Schedule B9	Personnel
Schedule B10	Conflicts of Interest and Fair Dealing
Schedule B11	Warranties
Schedule B12	Subcontractors
Schedule B18	Unconditional Undertakings
Schedule B13	Industrial Relations Statement
Schedule B14	Security Requirements
Schedule B15	Quality Assurance

Schedule B16	Schedule of Insurance (mandatory)
Schedule B17	Alternative Tenders

Tenders which do not contain the above listed information even if submitted as an alternative tender will be non conforming and may be disregarded.

## ATTACHMENT 1

### NSW GOVERNMENT PREFERENCE SCHEME

The NSW Government Procurement Policy mandates departments and declared authorities to apply a price preference to goods (and related services) of Australian and New Zealand origin. The scheme requires that a 20% price preference margin be applied to the imported content of all tenders where local manufactured content is claimed by any tenderer. The 20% margin is added to the tendered prices of goods (and related services) with a declared imported content prior to a comparison of prices as part of the tender evaluation process. For example:

Tendered price:	\$10.00
Imported content:	80%
Preference margin	$20\% \times 80\% \times \$10.00 = \$1.60$
Price used for evaluation:	$\$10.00 + \$1.60 = \$11.60$

No preference margin is applied when assessing tenders for the provision of services alone (ie. unrelated to goods).

It is a condition of tendering that tenderers are required to provide details of the imported (non Australian & New Zealand) content in their tenders and to make available records (as necessary and when required) to substantiate imported/local content claims. Tenderers should also include detailed statements from their sub-contractors on the imported content of the goods and related services they are offering.

The imported content of goods and related services is:

- the estimated duty paid value, inclusive of the value of any services, eg. overseas freight and insurance, consultancy or engineering effort, or any charges of overseas origin, together with customs clearing charges.

Related services include architectural design, design engineering, project design, project management and related consultancy/professional Works provided in conjunction with the supply of goods or construction activities.

Suppliers should note that New Zealand content is regarded as local content and should not be included as imported content for the purposes of this scheme.

However, goods not manufactured in New Zealand (imported) and offered in a tender are not considered New Zealand goods. Goods partly manufactured in New Zealand can claim local content based on the value of local manufacture.

## COUNTRY INDUSTRIES PREFERENCE SCHEME (CIPS)

NSW country manufacturers may be eligible for an additional preference of 2.5% or 5%, depending on location in NSW, under the Country Industries Preference Scheme (CIPS) when:

- the supplier is a registered country manufacturer;
- the supplier quotes their registration number and the applicable preference margin in their tender;
- the goods being sought are those for which the supplier/country manufacturer is registered; and
- the supplier is tendering as the prime contractor.

The CIPS preference is added to the tendered prices of all other tenders after the application of the 20% preference margin against overseas content, as follows:

- If a metropolitan New South Wales or overseas manufacturer (except New Zealand) is the preferred tenderer after the application of the Australian and New Zealand preference, and offers/tenders have also been received from:
  - (i) an approved New South Wales country manufacturer located outside the County of Cumberland, the cities of Newcastle, Wollongong, Penrith and Liverpool, the Council of Camden and the councils and cities listed below under (ii) and/or
  - (ii) an approved New South Wales country manufacturer located in the Councils of Port Stephens, Wyong, Wollondilly and Wingecarribee, the cities of Gosford Lake Macquarie, Maitland, Cessnock and Blue Mountains, and the councils of Shellharbour and Kiama

a further New South Wales country preference surcharge shall be applied. In this case a preference of 5% is awarded in favour of (i) above and 2.5% in favour of (ii) above, over all other New South Wales and overseas manufactured goods.
- If an interstate or New Zealand supplier is the preferred tenderer after the application of Australian and New Zealand preference, no New South Wales country industries preference will be applied.

To claim preference under CIPS, NSW country manufacturers must be registered with the Department of State and Regional Development. Information and forms are at Attachment A.

## POST TENDER NEGOTIATIONS

The preference scheme takes cognisance of the fact that Government tendering procedures may, in some cases, result in contracts being let by fine margins to overseas companies, over Australian companies.

The scheme therefore, makes provision for Australian companies to obtain the contract and thereby increase employment of Australian workers.



If, where tenders in excess of \$100,000 are received, and after application of the preference loadings, an Australian tender is still not the lowest, but is within 20% of the lowest tender (before application of preference), the Minister responsible for the tendering agency may determine that negotiations be entered into with one or more of the Australian tenderers, with a view to an Australian tenderer being given the opportunity to reduce the tendered price.

## **MINISTERIAL DISCRETION**

The preference scheme also recognises that the fundamental principle guiding government procurement is to achieve best value for money when spending public funds. Factors such as technical performance, delivery, maintenance, interchangeability, and the NSW Government's wider economic development and social objectives detailed in the NSW Government Procurement Policy will each have a significance in the evaluation process alongside the price aspect.

With this in view, an element of Ministerial discretion is built into the scheme to enable the Minister responsible for the tendering agency to make the final decision, where significant purchases are involved.

In respect of all contracts having a value of \$100,000 or greater where, after the application of the above schemes, an Australian manufacturer is being passed over, the Minister responsible for the tendering agency is to be advised. Ministerial discretion may then be exercised in favour of the Australian tender, if the Minister believes the circumstances so warrant.

### **Further Information**

For further information about the preference scheme contact:

Regional Development Division  
State & Regional Development  
Level 44 Grosvenor Place  
225 George St  
SYDNEY NSW 2000

Phone: (02) 9338 6717  
Facsimile: (02) 9338 6726

## COUNTRY INDUSTRIES PREFERENCE SCHEME

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### INFORMATION TO APPLICANTS

The COUNTRY INDUSTRIES PREFERENCE SCHEME was introduced by the NEW SOUTH WALES GOVERNMENT in 1970 as a means of providing a further measure of assistance to the state's country manufacturing industries.

The Scheme is intended primarily to benefit manufacturers located outside the metropolitan areas of the State which, in comparison with their city-based competitors, suffer definable economic disadvantages which can be directly attributed to their country location.

Of necessity, therefore, the application for preference must be subject to various qualifications and limitations and these are set out hereunder as a guide to those companies seeking to participate in the Scheme:-

- 1 The preference applies on the following basis to approved manufacturing industries located outside the county of Cumberland, the Cities of Newcastle, Wollongong, Penrith and Liverpool and the Council of Camden:-
  - (a) In the Cities of Maitland, Greater Cessnock, Blue Mountains, Lake Macquarie, Gosford and Shellharbour, and the councils of Kiama, Port Stephens, Wyong, Wollondilly, Wingecarribee and that part of the Council of Hawkesbury which was previously part of the Shire of Colo.
    - maximum preference of 2.5%
  - (b) Elsewhere in NEW SOUTH WALES.
    - maximum preference of 5 %
2. The preference applies only to the cost incurred in the manufacture of goods at the country factory and does not extend to any costs associated with installation, assembly and/or erection on site.
3. Preference eligibility will be granted only for such a range of specific goods as the applicant manufacturer can demonstrate are WHOLLY or SUBSTANTIALLY manufactured at the country establishment.
4. Preference eligibility will be granted only to such country manufacturers as can demonstrate that in comparison with their city- based competitors, they suffer a definable economic disadvantage which is directly attributed to the country location
5. The preference will be applied to purchases effected by all New South Wales Government agencies (ie, government departments, statutory authorities and other entities).
6. The preference will be applied as a variable margin of up to a maximum of 5% (2.5% in respect of the areas specified in 1(a) above) in favour of an eligible country manufacturer over metropolitan - based manufacturers only after determination of the basic order of tendering in accordance with the practice usually followed by the

particular department or authority concerned where applicable. The preference to approved country manufacturers applies in addition to the general preference accorded to Australian and New Zealand manufacturers competing with overseas manufacturers.

7. The preference will be applied only in instances where an eligible country manufacturer:
- (a) is offering goods of the specific nature in respect of which eligibility has been granted.
  - (b) specifically draws attention to his eligibility in his tender and is able to quote his formal PREFERENCE REGISTRATION NUMBER:
  - (c) is tendering in the capacity of a prime contractor for the supply of the goods in question:
  - (d) submits a tender in competition with a NSW city manufacturer who would normally win the contract.
  - (e) offers goods which are considered by the purchasing department or authority to be of a satisfactory quality and specification.

#### **PROCEDURE FOR REGISTRATION**

Country manufacturers seeking to participate in the Scheme are required to complete in full (attaching a separate sheet where space is insufficient) the attached APPLICATION FOR REGISTRATION form and return to:-

FINANCIAL ASSISTANCE OFFICER  
COUNTRY INDUSTRIES PREFERENCE SCHEME  
DEPARTMENT OF STATE & REGIONAL DEVELOPMENT  
P.O BOX N 818  
GROSVENOR PLACE  
SYDNEY NSW 1220

Country manufacturers eligible for registration will be given PREFERENCE REGISTRATION NUMBERS which must be specifically quoted in any tender submitted to the Government Authority in respect of which the application of preference is sought.

**COUNTRY INDUSTRIES PREFERENCE SCHEME**

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**APPLICATION FOR REGISTRATION.**

- 1 Name and business address of country manufacturing enterprise:  
Name .....  
Address .....  
..... Postcode .....
2. Address of country establishment where products in respect of which preference is sought are manufactured:  
Address .....  
..... Postcode .....  
City/Council .....  
Phone No. ....  
Fax No. ....
3. Date of commencement of manufacturing activities at the country establishment.  
.....
- 4 Location of any other manufacturing establishments operated by enterprise:  
.....
5. If your enterprise is a holding company, a subsidiary or an associate of another company, state the company concerned, the location of its manufacturing establishments and the address of its head office.  
.....  
.....  
.....
6. List products manufactured at the country establishment in respect of which preference is sought:  
.....  
.....

7. State the approximate value added (ie labour/overheads) at the country establishment by your enterprise in the manufacture of its products.

	%
Ex-factory price (excluding profit)	100
LESS cost of materials/component parts	_____
Approximate value added in terms of labour and overheads	_____

8. List sources of major raw materials and/or component parts brought into the country establishment by your enterprise for the manufacture of the products in respect of which preference is sought.

Raw Material/Component	Source (ie local, metropolitan, interstate, overseas)	Ex subsidiary, associate or another establishment of enterprise

9. Briefly list the factors which you consider place your enterprise at an economic disadvantage compared to metropolitan competitors and which can be claimed to be directly attributable to a location in a country area:

.....

.....

.....

10. Has your enterprise previously tendered successfully for the supply of goods to a NSW Government department or authority?

YES/NO. If YES details should be furnished.

.....

.....

.....

## STATUTORY DECLARATION

## NSW OATHS ACT 1900

**Schedule 9**

I, .....  
of .....  
in the state of .....  
do hereby solemnly declare and affirm that:

And I make this solemn declaration, in accordance with the Oaths Act, 1900, and subject to punishment by law provided for the making of any willfully false statement in any such declaration.

Declared at ..... )  
this ..... day of )  
..... 20 ..... )  
before me: )

---

Justice of the Peace

---

Authorisation No.

---

Print full name of JP

**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:

.....

.....

.....

.....  
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 of director)

\_\_\_\_\_  
(Signature of director/secretary)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Name of signatory)

(Note: in the case of partnerships all partners are required 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).

.....  
Signed by Tenderer

.....  
Date



**B2. PAYMENT SCHEDULE****B2.1 Contract Fee**Schedule of Rates/ Lump Sum

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

Section 1-Bendeela Control Structure to Weld Upstream of Bifurcation.

Item No.	Description	Hourly Rate \$	Time	Amount \$
<b>Schedule 1a – Lump Sum</b>				
1	Removal of existing internal lining by abrasive grit blasting as per specification. (Lump Sum)			
2	Detailed inspection of the internal surfaces of the pipeline as per specification. (Lump Sum)			
3	Preparation of the internal pipeline surface for painting including the cleaning excluding welding as per specification. (Lump Sum)			
4	Removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes as per specification. (Lump Sum)			
5	Coating of the internal surfaces with an approved coating system (supply of coating products will be paid separately) conforming to the relevant Australian Standards. (Lump Sum)			
6	Supply of coating material as per the specifications. (Lump Sum)			
<b>Schedule 2a</b>				
	Welding any areas of significant metal depletion as per specifications. (Quote a rate only)		.	
<b>Total of Schedule 1a</b>				
<b>Schedule 3a</b>				
	Any other works not covered under above items (Tenderer shall indicate a % of Total of Schedule 1a)			
Total of Section 1 (Schedule 1a, 3a)				\$
Add GST				\$
<b>Part 1 a Total Tendered Fee including GST</b>				<b>\$</b>

.....  
Signed by Tenderer

.....  
Date

## Section 2-Weld Upstream of Bifurcation to Main Inlet Valves.

Item No.	Description	Hourly Rate \$	Time	Amount \$
<b>Schedule 1b – Lump Sum</b>				
1	Removal of existing internal lining by abrasive grit blasting as per specification. (Lump Sum)			
2	Detailed inspection of the internal surfaces of the pipeline as per specification. (Lump Sum)			
3	Preparation of the internal pipeline surface for painting including the cleaning excluding welding as per specification. (Lump Sum)			
4	Removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes as per specification. (Lump Sum)			
5	Coating of the internal surfaces with an approved coating system (supply of coating products will be paid separately) conforming to the relevant Australian Standards. (Lump Sum)			
6	Supply of coating material as per the specifications. (Lump Sum)			
<b>Schedule 2b</b>				
	Welding any areas of significant metal depletion as per specifications. (Quote rate only)			
<b>Total of Schedule 1b</b>				
<b>Schedule 3b</b>				
	Any other works not covered under above items (Tenderer shall indicate a % of Total of Schedule 1b)			
Tendered Fee excluding GST(Total of Schedule 1b & 3b)				\$
Add GST				\$
<b>Part 1 b Total Tendered Fee including GST</b>				<b>\$</b>

Imported Content

Tenderers are to disclose the imported content (including the place of origin) for any goods or services used in undertaking the Contract in accordance with the requirements of Part A, Attachment 1.

.....  
Signed by Tenderer

.....  
Date

**B2.2 Adjustment of Fee Arising from an Alternative Commencement Date**

The Commencement Date is defined in the General Conditions of Contract and nominated in Part F1.

The Tenderer shall complete the tables below by inserting their rates for Alternative Commencement Dates. Alternate Commencement Dates will be nominated by SCA as specified in Special Conditions of Contract.

**B2.2.1 Alternative Commencement Date in September 2009**

Section 1-Bendeela Control Structure to Weld Upstream of Bifurcation.

Item No.	Description	Hourly Rate \$	Time	Amount \$
<b>Schedule 1a – Lump Sum</b>				
1	Removal of existing internal lining by abrasive grit blasting as per specification. (Lump Sum)			
2	Detailed inspection of the internal surfaces of the pipeline as per specification. (Lump Sum)			
3	Preparation of the internal pipeline surface for painting including the cleaning excluding welding as per specification. (Lump Sum)			
4	Removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes as per specification. (Lump Sum)			
5	Coating of the internal surfaces with an approved coating system (supply of coating products will be paid separately) conforming to the relevant Australian Standards. (Lump Sum)			
6	Supply of coating material as per the specifications. (Lump Sum)			
<b>Schedule 2a</b>				
	Welding any areas of significant metal depletion as per specifications. (Quote a rate only)		.	
<b>Total of Schedule 1a</b>				
<b>Schedule 3a</b>				
	Any other works not covered under above items (Tenderer shall indicate a % of Total of Schedule 1a)			
Total of Section 1 (Schedule 1a, 3a)				\$
Add GST				\$
<b>Part 1 a Total Tendered Fee including GST</b>				<b>\$</b>

.....  
Signed by Tenderer

.....  
Date

## Section 2-Weld Upstream of Bifurcation to Main Inlet Valves.

Item No.	Description	Hourly Rate \$	Time	Amount \$
<b>Schedule 1b – Lump Sum</b>				
1	Removal of existing internal lining by abrasive grit blasting as per specification. (Lump Sum)			
2	Detailed inspection of the internal surfaces of the pipeline as per specification. (Lump Sum)			
3	Preparation of the internal pipeline surface for painting including the cleaning excluding welding as per specification. (Lump Sum)			
4	Removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes as per specification. (Lump Sum)			
5	Coating of the internal surfaces with an approved coating system (supply of coating products will be paid separately) conforming to the relevant Australian Standards. (Lump Sum)			
6	Supply of coating material as per the specifications. (Lump Sum)			
<b>Schedule 2b</b>				
	Welding any areas of significant metal depletion as per specifications. (Quote rate only)			
<b>Total of Schedule 1b</b>				
<b>Schedule 3b</b>				
	Any other works not covered under above items (Tenderer shall indicate a % of Total of Schedule 1b)			
Tendered Fee excluding GST(Total of Schedule 1b & 3b)				\$
Add GST				\$
<b>Part 1 b Total Tendered Fee including GST</b>				<b>\$</b>

.....  
Signed by Tenderer

.....  
Date

**B2.2.2 Alternative Commencement Date in March 2010**

Section 1-Bendeela Control Structure to Weld Upstream of Bifurcation.

Item No.	Description	Hourly Rate \$	Time	Amount \$
<b>Schedule 1a – Lump Sum</b>				
1	Removal of existing internal lining by abrasive grit blasting as per specification. (Lump Sum)			
2	Detailed inspection of the internal surfaces of the pipeline as per specification. (Lump Sum)			
3	Preparation of the internal pipeline surface for painting including the cleaning excluding welding as per specification. (Lump Sum)			
4	Removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes as per specification. (Lump Sum)			
5	Coating of the internal surfaces with an approved coating system (supply of coating products will be paid separately) conforming to the relevant Australian Standards. (Lump Sum)			
6	Supply of coating products as per the specifications. (Lump Sum)			
<b>Schedule 2a</b>				
	Welding any areas of significant metal depletion as per specifications. (Quote a rate only)		.	
<b>Total of Schedule 1a</b>				
<b>Schedule 3a</b>				
	Any other works not covered under above items (Tenderer shall indicate a % of Total of Schedule 1a)			
Total of Section 1 (Schedule 1a, 3a)				\$
Add GST				\$
<b>Part 1 a Total Tendered Fee including GST</b>				<b>\$</b>

.....  
Signed by Tenderer.....  
Date

## Section 2-Weld Upstream of Bifurcation to Main Inlet Valves.

Item No.	Description	Hourly Rate \$	Time	Amount \$
<b>Schedule 1b – Lump Sum</b>				
1	Removal of existing internal lining by abrasive grit blasting as per specification. (Lump Sum)			
2	Detailed inspection of the internal surfaces of the pipeline as per specification. (Lump Sum)			
3	Preparation of the internal pipeline surface for painting including the cleaning excluding welding as per specification. (Lump Sum)			
4	Removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes as per specification. (Lump Sum)			
5	Coating of the internal surfaces with an approved coating system (supply of coating products will be paid separately) conforming to the relevant Australian Standards. (Lump Sum)			
6	Supply of coating material as per the specifications. (Lump Sum)			
<b>Schedule 2b</b>				
	Welding any areas of significant metal depletion as per specifications. (Quote rate only)			
<b>Total of Schedule 1b</b>				
<b>Schedule 3b</b>				
	Any other works not covered under above items (Tenderer shall indicate a % of Total of Schedule 1b)			
Tendered Fee excluding GST(Total of Schedule 1b & 3b)				\$
Add GST				\$
<b>Part 1 b Total Tendered Fee including GST</b>				<b>\$</b>

.....  
Signed by Tenderer

.....  
Date

### B2.3 Breakdown of Fees

The Tender must set out fully and clearly the manner for determining the Fee for the Works. The Tenderer is to provide the basis of calculation the Tenderer has used in determining the Fee, including but not limited to the following allowances for:

- (a) payment of salaries and wages;
- (b) costs such as licence fees and compliance with Statutory Requirements;
- (c) overheads; and
- (d) profit.

### B2.4 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		

.....  
Signed by Tenderer

.....  
Date

## B2.5 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, excluding GST.

<b>Title/Role</b>	<b>*Estimated Number of Hours</b>	<b>Hourly Rate \$ (excluding GST)</b>	<b>GST \$</b>
Boilermaker	150		
Non Trades	150		

\*Note: This estimate of hours is not guaranteed to be utilised during the course of the contract.

.....  
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.

<b>Reference (Part and Clause)</b>	<b>Non Compliance</b>	<b>Reason for Non Compliance</b>

.....  
Signed by Tenderer

.....  
Date

**B4. INFORMATION REGARDING TENDERER'S ORGANISATION****B4.1 Business Information**

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**

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.

.....  
Signed by Tenderer

.....  
Date

### B4.3 Performance Information

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 Works	Contract Value (\$)	Contract Period	Referee Name and Phone No.

.....  
Signed by Tenderer

.....  
Date

**B4.4 Schedule of Shareholders Interests**

Where the Tenderer is a corporation it shall set out here all entities with interests amounting to more than 5% of capital. This will include those that have held capital during the previous twelve months.

**B4.5 Schedule of Credit and Trade References**

The Tenderer should supply contact details for credit and trade referees sufficient for Sydney Catchment Authority to evaluate the Tenderer's ability to provide the Works.

**B4.6 Directors' Interests**

For each director of the Tenderer and for each shareholder having more than 15% of the capital, details are to be provided of any interest any director or shareholder has in any other company, entity or business in, or related to, the industry the subject of this Contract.

**B4.7 Other References**

The Tenderer should supply a minimum of three general references which confirm the reputation and capabilities of the Tenderer.

.....  
Signed by Tenderer

.....  
Date

## **B5. IMPLEMENTATION SCHEDULE**

### **B5.1 Mobilisation Plan**

The Tenderer shall provide a mobilisation plan including timetable as it affects this Invitation to Tender and describing in detail the following:

- (a) training and mobilisation of resources; and
- (b) development of procedures as required by Part E.

This Schedule should include the Tenderer's methodology for compliance with the requirements of the Contract.

### **B5.2 Works Program**

The Tenderer is to provide a detailed program for implementation of the Works. The program shall show times within which the various significant activities of the Work will be executed and completed and shall be consistent with the Milestone dates specified in clause B5.3 below.

### **B5.3 Milestones**

The Tenderer is to complete the table below in respect of the Milestones for the performance of the Works.

<b>Activity (Milestone)</b>	<b>Completion Date</b>
Removal of existing internal lining by abrasive grit blasting as per specification.	
Detailed inspection of the internal surfaces of the pipeline as per specification.	
Preparation of the internal pipeline surface for painting including the cleaning	
Coating of the internal surfaces with an approved coating system conforming to the relevant Australian Standards.	
Removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes as per specification.	

.....  
Signed by Tenderer

.....  
Date

**B6. OH&S**

- (a) The Tenderer shall provide copies of its occupational health and safety policies and procedures and provide details of its proposed Project Safety Plan (refer to clause E2) to comply with the requirements of the Occupational Health and Safety Act 2000.
- (b) The Tenderer shall be familiar with and confirm their compliance with the Sydney Catchment Authority Site Requirements for Contractors (refer to clause F3).
- (c) The Tenderer shall complete the following table. The Tenderer may be required to verify responses by providing evidence of its ability and capacity in relevant matters.

		Yes	No
<b>1.0</b>	<b>OH&amp;S MANAGEMENT SYSTEM</b>		
	i. Does the company have a certified or accredited OH&S Management System?		
	ii. If yes, indicate which of the following apply: <ul style="list-style-type: none"> <li>• NSW Government CPSC Accreditation by Sydney Water</li> <li>• NSW Government CPSC Accreditation by other Govt. Agency (eg RTA, Department of Public Works)</li> <li>• Safety MAP (three levels of accreditation)</li> <li>• NSCA 5 Star System</li> <li>• IRS System</li> <li>• Other (specify)</li> </ul>		
	iii. If yes, attach copy of certificates or letters of compliance		
	iv. Comments:		
	If your company has a certified or accredited OH&S Management System, please go straight to Question 8.		

.....  
Signed by Tenderer

.....  
Date

		Yes	No
<b>2.0</b>	<b>OHS Policy and Management</b>		
<b>2.1</b>	<b>Company Health and Safety Policy</b>		
	i. Does your company have a written company Health and Safety Policy?		
	ii. If yes, does the Policy satisfy the following requirements? <ul style="list-style-type: none"> <li>• signed by the CEO or equivalent</li> <li>• outlines clear statement of objectives</li> <li>• shows commitment to improve performance</li> <li>• is relevant to company operations</li> <li>• is reviewed on a regular basis</li> </ul>		
	iii. Attach a copy of the Policy		
	iv. Comments:		
<b>2.2</b>	<b>OH&amp;S Management System or Plan</b>		
	i. Does your company have an OH&S Management System Manual or Plan?		
	ii. If yes, does the System or Plan include the following: <ul style="list-style-type: none"> <li>• Occupational health and safety policy</li> <li>• Management OH&amp;S responsibilities</li> <li>• General occupational health and safety procedures</li> <li>• Safe work procedures relevant to the company operations</li> <li>• Public safety procedures</li> <li>• Induction and training procedures</li> <li>• Issue resolution and OHS consultation mechanisms</li> </ul>		
	iii. Attach copy of contents page(s).		
	iv. Comments		

.....  
Signed by Tenderer

.....  
Date

		Yes	No
<b>2.3</b>	<b>Health and Safety Responsibilities</b>		
	i. Are health and safety responsibilities clearly identified and documented for all levels of staff?		
	ii. If yes, does this documentation include: <ul style="list-style-type: none"> <li>• OH&amp;S responsibility statements</li> <li>• OH&amp;S as part of employee's job description</li> <li>• OH&amp;S as part of formal &amp; informal performance appraisal</li> <li>• Line managers &amp; supervisors formally held accountable for health and safety performance of their employees.</li> </ul>		
	iii. If yes, attach copies of contents pages or other evidence.		
	iv. Comments:		
<b>3.0</b>	<b>Safe Work Practices and Procedures</b>		
<b>3.1</b>	<b>Safe Work Procedures</b>		
	i. Does your company have work method statements or specific safety instructions relevant to its operations?		
	ii. If yes, do these work method statements and/or work instructions: <ul style="list-style-type: none"> <li>• contain a description of the tasks and associated hazards</li> <li>• outline control measures &amp; methods to minimise health &amp; safety risks</li> <li>• make reference to any relevant Legislation, Codes of Practice or Australian Standards</li> </ul>		
	iii. If yes, provide a summary listing of procedures or instructions.		
	iv. Comments:		
<b>3.2</b>	<b>Permit to Work System(s)</b>		
	i. Does your company have any permit to work systems?		
	ii. If yes, provide a summary listing and sample permit/s.		
	iii. Comments:		

.....  
Signed by Tenderer.....  
Date



		Yes	No
<b>3.3</b>	<b>Incident Reporting and Investigation</b>		
	i. Does your company have a documented incident investigation procedure?		
	ii. Does your company have a documented incident reporting procedure?		
	iii. If yes, attach: <ul style="list-style-type: none"> <li>the contents page of each procedure</li> <li>a completed incident report form</li> <li>a completed incident investigation form</li> </ul>		
	iv. Comments:		
<b>3.4</b>	<b>Plant Safety</b>		
	i. Does your company have procedures for maintaining, inspecting and assessing the hazards of plant it operates or owns?		
	ii. If yes, do these include or provide for: <ul style="list-style-type: none"> <li>a risk assessment procedure</li> <li>documented risk assessments for relevant plant</li> <li>a register of plant operator licences and permits</li> <li>a register of plant requiring registration</li> <li>a list of persons responsible for undertaking plant risk assessments</li> <li>plant maintenance and inspection forms</li> <li>pre-start daily safety inspection forms for plant</li> <li>plant fault reporting procedures and forms</li> </ul>		
	iii. If yes, attach contents page or other evidence of each of the above.		
	iv. Comments:		

.....  
Signed by Tenderer

.....  
Date

		Yes	No
<b>3.5</b>	<b>Hazardous Substances</b>		
	i. Does your company have procedures for storing and handling hazardous substances?		
	ii. If yes, do they include or provide for: <ul style="list-style-type: none"> <li>• a manifest or register of chemicals used by the company</li> <li>• Material Safety Data Sheets for chemicals used</li> <li>• safe handling procedures, including personal protective equipment</li> <li>• documentation of relevant training</li> </ul>		
	iii. If yes, attach contents page or other evidence of each of the above.		
	iv. Comments:		
<b>3.6</b>	<b>Manual Handling</b>		
	i. Does your company have procedures for identifying, assessing and controlling risks associated with manual handling?		
	ii. yes, do they include or provide for: <ul style="list-style-type: none"> <li>• a risk assessment procedure</li> <li>• documented risk assessments for manual handling hazards</li> <li>• manual handling control systems (eg: lifting aids, work procedures)</li> </ul>		
	iii. If yes, attach contents page or other evidence of each of the above.		
	iv. Comments:		
<b>4</b>	<b>OH&amp;S Training</b>		
	i. Does your company have procedures for identifying and meeting the OH&S training needs of its personnel?		
	ii. If yes, does it include or provide for: <ul style="list-style-type: none"> <li>• OH&amp;S awareness training</li> <li>• formal competency based training for particular work activities</li> <li>• 'on the job' training</li> <li>• induction training</li> <li>• a training record keeping system including employee competencies, licences, permits, &amp; certificates</li> </ul>		

.....  
Signed by Tenderer

.....  
Date

	Yes	No
iii. If yes, attach contents page or other evidence of each of the above.		
iv. Comments:		
<b>5.0 Health and Safety Workplace Inspection</b>		
i. Does your company undertake regular health and safety inspections at its work sites?		
ii. If yes, please attach: <ul style="list-style-type: none"> <li>• listing of types of workplace inspections undertaken</li> <li>• sample workplace inspection schedules</li> <li>• sample inspection checklists used</li> <li>• completed inspection reports</li> </ul>		
iii. Is there a procedure for employee reporting of hazards in the workplace?		
iv. If yes, attach a completed hazard report.		
v. Comments:		
<b>6.0 Health and Safety Consultation</b>		
i. Does your company have procedures for the establishment of workplace OH&S committees?		
ii. If yes, attach contents page or other evidence.		
iii. Does Your company have documented procedures for employee consultation on OH&S matters?		
iv. If yes, do these include or provide for: <ul style="list-style-type: none"> <li>• employee health and safety representatives</li> <li>• dissemination of OH&amp;S information</li> <li>• employee involvement in inspections, accident investigations.</li> </ul>		
v. If yes, attach contents page or other evidence of each of the above.		
vi. Comments:		

.....  
Signed by Tenderer

.....  
Date

		Yes	No
<b>7.0</b>	<b>OH&amp;S Performance Monitoring and Reporting</b>		
	i. Does your company have a system for recording and analysing health and safety performance statistics?		
	ii. If yes, does it provide for or include: <ul style="list-style-type: none"> <li>regular reports on company injury trend data</li> <li>established performance targets (eg in terms of lost time injuries, person days lost etc).</li> </ul>		
	iii. If yes, attach recent sample performance report		
	iv. Are employees regularly provided with information on company health and safety performance?		
	v. If yes, provide sample of report produced and distribution list or record.		
	vi. Has your company ever been convicted of an OH&S offence? If yes provide details:		
<b>8.0</b>	<b>Incident Management</b>		
	i. Does your company have documented procedures for the management of incidents?		
	ii. If yes, do they include or provide for: <ul style="list-style-type: none"> <li>OH&amp;S related incidents</li> <li>Environment related incidents</li> <li>Development of an incident management plan for each site or project</li> </ul>		
	iii. If yes, attach contents page or other evidence.		
	iv. Comments:		
<b>9.0</b>	<b>Quality Assurance</b>		
	i. Are your company's OH&S and incident management systems quality assured?		
	ii. If yes attach evidence.		
	iii. Comments:		

.....  
Signed by Tenderer

.....  
Date

<b>Company References</b>			
Please provide the following information for the four (4) most recent contracts completed by your company to enable the SCA to assess the tenderer's past performance specifically relating to OH&S & incident management.			
	Contract 1	Contract 2	Contract 3
Contract Description			
Client			
Contact			
Phone No.			
Number of lost time injuries			
Number of person days on contract			
Total days lost due to injuries			

.....  
Signed by Tenderer

.....  
Date

**B7. HAZARD CONTROL PLAN**

The Tenderer shall identify control measures to address the key hazards nominated by SCA in the Hazard Risk Identification in clause F2 of this Invitation to Tender.

The Tenderer shall also identify any additional significant hazards associated with the Contract Works that may not have been identified by the SCA in the Hazard Risk Identification. The Tenderer shall also in this schedule identify control measures to address such additional hazards.

<b>Hazard</b>	<b>Control Measures</b>

.....  
Signed by Tenderer

.....  
Date

**B8. ENVIRONMENTAL INFORMATION**

The Tenderer shall complete the following table:

ITEM	DETAILS REQUIRED	RESPONSE
1.	Has the organisation developed a corporate management system to address environmental issues?	YES/NO
2.	If 'yes' to question 1, provide details of this system.	
3.	Has the organisation developed procedures to specifically address the management of environmental matters on contracts?	YES/NO
4.	If 'yes' to question 3, provide details of these procedures.	
5.	Does the organisation have a member of the senior management who is responsible for environmental management within the organisation?	YES/NO
6.	If 'yes' to question 5, what is the name, qualifications and experience of this person?	
7.	<p>What are the environmental safeguards which will be addressed on this Contract by the organisation's Project Environmental Management Plan?</p> <p>Provide full list of each environmental safeguard with associated full costs of implementation, including the costs of training, site induction, reporting, etc.</p>	
8.	<p>Due Diligence:</p> <p>The management of .....            (name of organisation) warrants that it will take all steps necessary to satisfy all requirements under relevant legislation, Acts, ordinances, by-laws, etc., in respect of the management of environmental matters under this Contract.</p> <p>Signed by a duly authorised officer of the company</p> <p>..... Signature            ..... Name            ..... Date</p>	

.....  
Signed by Tenderer

.....  
Date

**B9. PERSONNEL****B9.1 Experience**

- (a) The Tenderer is to provide details including experience resumes of the senior 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.

Position	Name	Responsibility

**B9.2 Resources**

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

.....  
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 Contractor were references to the Tenderer.
- (i) Unless stated below, the Tenderer has not been nor presently is an employee of Sydney Catchment Authority.

.....  
Signed by Tenderer.....  
Date

- (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.

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

.....

.....

.....

.....

.....  
Signed by Tenderer

.....  
Date

**B11. WARRANTIES**

- (a) The Contractor warrants that:
- (i) it has and will continue to have sufficient knowledge and experience in order to carry on the Works in accordance with this Contract;
  - (ii) it has and will continue to have suitable Personnel who are qualified and experienced in carrying on the Works;
  - (iii) it will use such equipment as is necessary or desirable in order to perform the Works to the highest standard;
  - (iv) it will not do or permit to be done anything which might damage the name or reputation of Sydney Catchment Authority or reasonably invite adverse public criticism or result in Sydney Catchment Authority being the subject of any official investigation;
  - (v) all information given or representations made to Sydney Catchment Authority in connection with the Works is accurate, current and is not misleading or deceptive in any respect;
  - (vi) the Works will conform with the Contract;
  - (vii) all materials and equipment supplied to Sydney Catchment Authority will be new, of merchantable quality and fit for the purpose required by Sydney Catchment Authority;
  - (viii) it will abide by and honour the specific warranties itemised in this Schedule for the full term of the warranties, even though that term may extend beyond the expiry of the Contract Term;
  - (ix) all materials and all other things used and supplied and the Works do not infringe or breach any letters patent, trademark, design, copyright or other intellectual or industrial property rights of a third party; and
  - (x) it will comply with the SCA Site Requirements for Contractors in clause F3.
- (b) The Tenderer must also specify in this Schedule any additional warranties that they are prepared to offer Sydney Catchment Authority in relation to the Services in accordance with the Invitation To Tender including any warranties given by third party suppliers.

.....  
Signed by Tenderer

.....  
Date

**B12. 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.

<b>Subcontractor's Name and Address</b>	<b>Qualifications</b>	<b>Work to be Carried Out</b>

.....  
Signed by Tenderer

.....  
Date

**B13. INDUSTRIAL RELATIONS STATEMENT**

- (a) The Tenderer shall provide a statement as to its industrial relations policy as it affects the proposed Contract and provisions proposed to minimise industrial disputes.
- (b) The Tenderer shall comply with any NSW Government policies from time to time in relation to industrial relations and agrees to provide Sydney Catchment Authority with all information reasonably necessary for evaluation purposes and confirmation of continuing compliance during the Contract Term.

.....  
Signed by Tenderer

.....  
Date

**B14. SECURITY REQUIREMENTS**

The Tenderer shall detail in this Schedule all security arrangements that will be implemented during the Contract Term.

.....  
Signed by Tenderer

.....  
Date

**B15. 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 .....

.....  
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)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....  
Signed by Tenderer

.....  
Date



**B16. SCHEDULE OF INSURANCE**

The Tenderer must attach to this Schedule a copy of a certificate of currency 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.

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.

.....  
Signed by Tenderer

.....  
Date

**B17. ALTERNATIVE TENDERS**

Where the Tenderer wishes to submit an alternative Tender, the Tenderer must:

- (a) submit a conforming Tender;
- (b) submit the alternative tender in this Schedule setting out all the required Schedules as for a conforming Tender; and
- (c) clearly identify the variance from the conforming Tender.

.....  
Signed by Tenderer

.....  
Date

**B18. UNCONDITIONAL UNDERTAKINGS****A. UNCONDITIONAL BANK GUARANTEE**

The Tenderer agrees to provide an unconditional bank guarantee in the form specified in this Schedule in the amount of five (5) % of the Fee which is to remain in place until Completion of the Contract.

**B. DEED OF GUARANTEE UNDERTAKING AND SUBSTITUTION**

The Tenderer agrees to provide the Deed of Guarantee Undertaking and Substitution in the form specified in this schedule.

Note to Tenderers:

The Tenderer must specify in this Schedule:

- (a) particulars of a Deed of Guarantee Undertaking and Substitution offered as part of the Tender to Sydney Catchment Authority;

OR

- (b) alternative security offered for the proper performance of the Tenderer's obligations.

.....  
Signed by Tenderer

.....  
Date

**DEED OF BANK GUARANTEE  
FOR SYDNEY CATCHMENT AUTHORITY**

**DATED:** .....

**GRANTED BY:** .....('the Bank')

**FOR CONTRACT No:**.....

**GENERAL DESCRIPTION:**

**TO: SYDNEY CATCHMENT AUTHORITY** of Level 4, 2-6 Station Street, Penrith New South Wales ("**the SCA**")

**INTRODUCTION:**

- A. By Contract entered into between \_\_\_\_\_  
ABN ( \_\_\_\_\_ ) of \_\_\_\_\_  
('the Contractor'), and the SCA, dated \_\_\_\_\_, 2005 ('the Contract'), the Contractor agreed to carry out the Works under the Contract.
- B. It is a condition of the Contract that the Contractor deposit with the SCA as security for the performance of the Contract the sum of not less than [insert sum] ('the Security Sum') or provide a bank guarantee for the same sum and purpose.

**BY THE DEED OF GUARANTEE**

1. The Bank unconditionally undertakes, when required in writing by the SCA, to immediately pay to the SCA the Security Sum or such lesser sum as required, without reference or communication to the Contractor and notwithstanding any notice given by the Contractor to the Bank not to pay the same.
2. The Bank may at any time, without being required to do so by the SCA, pay to the SCA the Security Sum or the balance remaining after any part payment or payments and discharge this Bank Guarantee.
3. This Bank Guarantee shall expire on receipt by the Bank of a copy of the [#Certificate of Completion (for the last Site completed under the Contract) or Certificate of Final Completion#] issued by the SCA or payment by the Bank to the SCA of the Security Sum or the balance remaining after any part payment or payments or until this Bank Guarantee is returned to the Bank.
4. The Bank's liability will not be impaired nor discharged by any alterations which may be made in the terms of the Contract or by any extension of time or other forbearance by either the SCA or the Contractor to the other.

**EXECUTED** as a deed on the date set out at the commencement of this deed.

**SIGNED SEALED AND DELIVERED** by

**DEED OF GUARANTEE UNDERTAKING AND SUBSTITUTION**

Dated \_\_\_\_\_

\_\_\_\_\_(Guarantor)\_\_\_\_\_ (A.B.N. \_\_\_\_ \_\_\_\_ \_\_\_\_)

for \_\_\_\_\_(Contractor)\_\_\_\_\_ (A.B.N. \_\_\_\_ \_\_\_\_ \_\_\_\_)

at the request of

**SYDNEY CATCHMENT AUTHORITY**

**DEED OF GUARANTEE UNDERTAKING AND SUBSTITUTION**

THIS DEED OF GUARANTEE, UNDERTAKING AND SUBSTITUTION is made on the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Parties: \_\_\_\_\_ ('Guarantor')

(ABN \_\_\_\_\_ )

And: \_\_\_\_\_ ('Contractor')

(ABN \_\_\_\_\_ )

Requested by: SYDNEY CATCHMENT AUTHORITY, Level 4, 2-6 Station Street, Penrith  
New South Wales ('SCA')

**INTRODUCTION:**

- A. By an agreement made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ('the Contract') the SCA entered into a Contract with the Contractor for the carrying out of the Services described in the Contract.
- B. The SCA has requested that the Guarantor lodge with the SCA a deed of guarantee, undertaking and substitution in the form of this present deed.
- C. The Guarantor has fully informed itself of the obligations and liabilities of the Contractor under the Contract and at the request of the SCA is prepared to give and execute the guarantee, undertakings and agreements herein contained.

**OPERATIVE PROVISIONS:**

**The Guarantor, in consideration of the premises and with the concurrence of the Contractor as testified by its execution hereof, guarantees to the SCA the due and proper performance and observance by the Contractor of the obligations of the Contractor under the Contract and the discharge of the liabilities of the Contractor under the Contract and in pursuance of the guarantee undertakes and agrees with the SCA as follows:**

- 1. In the event of any breach by the Contractor of the provisions of the Contract, which is not remedied within 7 days of the Guarantor having been given notice in writing of the breach, the Guarantor must:
  - (a) pay to the SCA on demand any and all sums of money being or representing compensation arising from, caused by, or connected with the breach; and

- (b) if, and to the extent requested by the SCA, undertake the obligations and carry out the duties of the Contractor pursuant to the Contract in so far as the Contractor has failed to do so.
- 2 For the purposes of clause 1(b) the Guarantor will be substituted for the Contractor as the party to the Contract to the intent that the Guarantor is subject to the obligations and liabilities and entitled to the rights of the Contractor as the party (including liability in respect of any breach of the provisions of the Contract whether occurring before or after the substitution) in all respects as if the Guarantor had been named as the party to the Contract instead of the Contractor and that compliance and observance by the SCA with the provisions of the Contract with respect to the Guarantor in all relevant respects constitutes due performance of the Contract on its part.
- 3. This guarantee is a continuing guarantee to the SCA until the obligations and liabilities of the Contractor under the Contract have in all respects been performed, observed and discharged.
- 4. The liability of the Guarantor under this deed is not and will not be in any way discharged, affected or impaired for any reason whatsoever whether for variation of any of the provisions of the Contract, or the granting of time or indulgence to the Contractor or the waiving by or on behalf of the SCA of any breach, failure or default whatsoever on the part of the Contractor or otherwise howsoever.
- 5. Any demand or request to be made on the Guarantor hereunder shall be deemed to have been duly made if it is in writing signed by or on behalf of the SCA and delivered by hand or sent by prepaid post addressed to the Guarantor at his address hereinafter referred to and a demand sent by post shall be deemed to have been made when in due course of post it would have been delivered at that address.
- 6. Where any obligations of the Guarantor have arisen under this deed and have not been performed or extinguished the Guarantor covenants:
  - (a) not to exercise in respect of any obligation performed or amount previously paid by the Guarantor under this deed any right of subrogation or any other remedy which the Guarantor may have;
  - (b) not to claim payment of any other moneys owing to the Guarantor by the Contractor or exercise any remedy which the Guarantor may have in respect of such moneys; and
  - (c) in the event of liquidation or insolvency of the Contractor not to prove in competition with the SCA for any money owing to the Guarantor by the Contractor.
- 7. This deed is governed by and construed in accordance with the laws of New South Wales and the parties irrevocably submit to the non exclusive jurisdiction of the courts of New South Wales.

EXECUTED as a deed on the date set out at the commencement of this Deed.

By the Guarantor \_\_\_\_\_ )

\_\_\_\_\_ )

(ABN \_\_\_\_\_ )

.....  
Director

.....  
Director/Company Secretary

By the Contractor \_\_\_\_\_ )

\_\_\_\_\_ )

(ABN \_\_\_\_\_ )

.....  
Director

.....  
Director/Company Secretary



## 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) **'Certificate of Completion'** means the certificate issued by the SCA in accordance with clause C6.3 evidencing Completion.
  - (iii) **'Commencement Date'** means the date of the commencement of the Contract specified in Attachment F1.
  - (iv) **'Completion'** is the state of the Works being complete, except for Defects not known. This includes the supply to the SCA of all subcontractor's warranties, operating and maintenance manuals, as-built drawings, and certificates from statutory authorities required for the occupation, use and maintenance of the Works, and all other documents, testing and other requirements specified in the Contract. The date of completion is specified in Attachment F1.
  - (v) **'Construction Plant'** means appliances and things used in the carrying out of the WUC but not forming part of the Works.
  - (vi) **'Contract'** means the written agreement between the parties as described in the formal letter of acceptance issued by the SCA or evidenced by the executed formal instrument of agreement and includes all schedules and attachments.
  - (vii) **'Contract Term'** means the term of the Contract commencing on the Commencement Date and concluding on the issue of a Certificate of Completion or the expiry of the Defects Liability Period, whichever is the later.
  - (viii) **'Contractor'** means the party, whose offer for the supply of the Works the SCA has accepted.
  - (ix) **'Contractor's Default'** means a substantial breach of the Contract by the Contractor, including any of the following:
    - (A) abandoning the Works;
    - (B) suspending progress of the Works in whole or part without the written agreement of the SCA;
    - (C) significantly failing to achieve Scheduled Progress;

- (D) failing to comply with an instruction in writing or confirmed in writing by the SCA;
  - (E) failing to carry out the Works with professional care and skill or competence;
  - (F) failing to maintain any registration or licence required by law to carry on activities required under the Contract;
  - (G) failing to provide security as required under the Contract;
  - (H) failing to effect and maintain insurance policies as required under the Contract.
- (x) **‘Contractor’s Insolvency’** means any one of the following applying to the Contractor:
- (A) insolvency;
  - (B) the Contractor indicates that it does not have the resources to perform the Contract;
  - (C) an application for winding up is made which is not stayed within 14 days;
  - (D) a winding up order is made;
  - (E) a controller, administrator, receiver, receiver and manager, provisional liquidator, or liquidator is appointed;
  - (F) a mortgagee enters into possession of any property of the Contractor;
  - (G) notice is given of a meeting of creditors for the purposes of a deed of arrangement;
  - (H) any actions of similar effect are taken.
- (xi) **‘Data’** means drawings, sketches, specifications, digital records and computer software, and all other data and information relating to the Contract.
- (xii) **‘Date for Completion’** means the date stated in Item 1 of the Annexure but if any EOT for Completion is directed or otherwise allowed, it means the date as extended.
- (xiii) **‘Date of Completion’** means the date evidenced by a Certificate of Completion as the date upon which Completion was reached.
- (xiv) **‘Defect’** includes an error, omission, shrinkage or other fault in or affecting the Works which results from a failure of the Contractor to comply with the Contract.
- (xv) **‘Defects Liability Period’** means the time period stated in Item 3 during which the Contractor shall rectify all Defects.

- (xvi) **‘Environmental Law’** means any law relating to, affecting or regulating the environment or activities affecting or that may affect the environment including:
  - (A) the Protection of the Environment Operations Act 1997 (and its Regulations);
  - (B) the Environmental Planning and Assessment Act 1979 (and its Regulations); and
  - (C) the Contaminated Land Management Act 1997 (and its Regulations).
- (xvii) **‘EOT’** means an extension of time as described in clause C6.2.
- (xviii) **‘Fee’** means the fee payable by the SCA to the Contractor for the Works set out in B2 Payment Schedule.
- (xix) **‘Final Completion’** means the date upon which the Defects Liability expires evidenced by a certificate being issued from the SCA to the Contractor.
- (xx) **‘GST’** means Goods and Services Tax.
- (xxi) **‘Intellectual Property Right’** includes copyright, patent right, registered design and other protected rights.
- (xxii) **‘Issue’** means any issue, dispute or difference raised by either party under clause C12.
- (xxiii) **‘Item’** means an Item in the Annexure.
- (xxiv) **‘Milestone’** means each milestone component of the Works as set out in clause B5.3.
- (xxv) **‘Permit to Work Certificate’** means a certificate to perform the Works, issued by the SCA, in its absolute discretion, that forms a part of this Contract.
- (xxvi) **‘Personnel’** includes employees, agents, consultants and subcontractors.
- (xxvii) **‘SCA’** means the Sydney Catchment Authority.
- (xxviii) **‘Scheduled Progress’** means the rate of progress to be achieved by the Contractor in constructing the Works as set out in clause B5 or in the Contractor’s construction program (whichever is the later), such that the Contractor is proceeding with due expedition and without undue delay (other than a delay for which the Date for Completion is adjusted under the Contract), so that it will (or is likely to) complete the whole of the Works by the Date for Completion.

- (xxix) **'Site'** means the lands and other places to be made available and any other lands and places made available to the Contractor by the SCA for the purpose of the Contract.
- (xxx) **'Statutory Requirements'** means the laws relating to the Works or the Site, or the lawful requirements of any authority or provider of services having jurisdiction over the Works, the Site, or anyone or anything connected with the Works or the Site.
- (xxxi) **'Temporary Works'** means the Work used in carrying out and completing WUC, but not forming part of the Works.
- (xxxii) **'Tender'** means the tender submitted by the Tenderer in response to the Invitation to Tender issued by the SCA for the Work.
- (xxxiii) **'Test'** means examining, inspecting, measuring, proving and trialling including opening up of any part covered up, if necessary; **Testing** and other derivatives of Test have a corresponding meaning.
- (xxxiv) **'Works'** or **'Work'** means the whole of the works to be carried out and completed in accordance with the Contract, including any design obligations or requirements.
- (xxxv) **'WUC'** (from 'work under the Contract') means the work which the Contractor is or may be required to carry out and complete under the Contract and includes variations, remedial work, Construction Plant and Temporary Works.

## 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 Contractor shall be in the English language;
  - (vi) measurements of physical quantities shall be in the legal units of measurement of Australia;

- (vii) unless otherwise provided, prices are in Australian currency and payments shall be made in that currency;
- (viii) unless otherwise stated all obligations of the Contractor under this Contract are at the sole expense of the Contractor;
- (ix) the words “including”, “in particular”, and “for example” are to be read as if followed by the words “without limitation”.
- (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 Contractor discovers any ambiguity or discrepancy in any document prepared for the purpose of providing the Works, the Contractor shall notify the SCA in writing of the ambiguity or discrepancy.

### **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 Contractor may only assign or transfer the Contract or any payment or any other right, benefit or interest thereunder, with the written approval of the SCA.

## C1.7 Subcontracting

- (a) Other than in respect of the subcontractors listed in clause B12, the Contractor 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 Works.
- (b) With a request for approval, the Contractor shall give the SCA written particulars of the Work to be subcontracted and the name and address of the proposed subcontractor. The Contractor shall give the SCA other information which the SCA reasonably requests, including the proposed subcontract documents without prices.
- (c) Within 14 days of the Contractor's request for approval, the SCA shall give the Contractor written notice of approval or of the reasons why approval is not given.
- (d) Approval may be conditional upon the subcontract including:
  - (i) provision that the subcontractor shall not assign nor subcontract without the Contractor's written consent; and
  - (ii) provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the SCA.
- (e) Except where the Contract otherwise provides, the Contractor 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 Contractor.
- (f) Approval to subcontract shall not relieve the Contractor from any liability or obligation under the Contract.
- (g) For each trade or area of work listed in **Item 4** of the Annexure, the Contractor must obtain from each relevant subcontractor, before that subcontractor completes its work, a warranty to the SCA in the form of clause F5 (Subcontractor's Warranty) to remedy any defects and to remedy or replace materials or workmanship which does not comply with the Contract.
- (h) Clause 1.7(g) does not affect any of the Contractor's other obligations under the Contract.

## C1.8 Novation

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

**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) Specification – Part E.
- (vi) General Conditions of Contract – Part C; and

**C2. NATURE OF CONTRACT**

The Contractor shall carry out and complete the Works in accordance with the Contract and directions authorised by the Contract in exchange for the Fee.

**C3. CONTRACTOR'S RIGHTS AND OBLIGATIONS****C3.1 Provision of the Work**

- (a) The Contractor shall provide the Works in a conscientious, diligent, expeditious and workmanlike fashion and with the utmost good faith towards and in the best interests of the SCA.
- (b) The Contractor acknowledges that it is both experienced and expert in work of the type and scale of the Works.

**C3.2 Contractor's Employees**

- (a) The Contractor warrants that its Personnel are competent, have the necessary skills and will conduct themselves appropriately whilst on Site.
- (b) The SCA may direct the Contractor to have removed, within a stated time, from the Site or from any activity of WUC, any person employed on WUC who, in the SCA's opinion, is incompetent, negligent or guilty of misconduct.
- (c) The Contractor's responsibility for the Works and for the performance of its Personnel is not altered in any way by clause C3.2(b).

**C3.3 Contract Materials**

- (a) Except where the Contract otherwise provides, the Contractor shall supply everything necessary for the proper performance of the Contractor's obligations and discharge of the Contractor's liabilities.

- (b) Unless otherwise provided, the Contractor shall use suitable new materials.
- (c) In respect of any materials, machinery or equipment to be supplied by the Contractor in connection with the Contract, the SCA may direct the Contractor to:
  - (i) supply particulars of the mode and place of manufacture, the source of supply, the performance capacities and other related information; and
  - (ii) arrange reasonable inspection at such place or sources by the SCA.
- (d) The SCA may give the Contractor a written direction not to remove materials or Construction Plant from the Site. Thereafter the Contractor shall not remove them without the SCA's prior written approval (which shall not be unreasonably withheld).
- (e) Unless otherwise agreed in writing, upon completion of the Contract or beforehand (if required by the SCA), all material (whether completed or not) produced or held by the Contractor pursuant to this Contract shall be handed over by the Contractor to the SCA and ownership of such material shall vest in the SCA.

#### **C3.4 Site**

- (a) The Contractor 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) Possession of the Site shall confer on the Contractor a right to only such use and control as is necessary to enable the Contractor to carry out WUC and shall exclude camping, residential purposes and any purpose not connected with WUC, unless approved by the SCA.
- (c) The Contractor shall provide appropriate site inductions for all its Personnel and shall obtain and comply with all required work permits prior to entering the Site or SCA premises.
- (d) The Contractor must manage all aspects of industrial relations on the Site and keep the SCA informed of industrial relations issues which affect or are likely to affect the carrying out of the Works.
- (e) The Contractor shall ensure that its Personnel do not allow unauthorised persons to accompany them onto the Site or SCA premises.
- (f) The Contractor shall observe all rules and regulations in force on the Site and shall comply with all notices and instructions issued by SCA in relation to such rules and regulations.
- (g) Existing Site services shall not be interrupted other than with the approval of SCA, which approval shall not be unreasonably withheld. All Work in connection with existing Site services shall be carried out expeditiously so that the number and duration of interruptions are reduced to a minimum.



- (h) The SCA and its employees, consultants and agents may at any time after reasonable written notice to the Contractor, have access to any part of the Site and the WUC for any purpose.
  - (i) The Contractor shall permit persons engaged by the SCA to carry out work on the Site other than WUC and shall cooperate with them.
  - (j) Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall, as between the parties, remain the property of the SCA. Immediately upon the discovery of these things the Contractor shall:
    - (i) take precautions to prevent their loss, removal or damage; and
    - (ii) give the SCA written notice of the discovery.
- All costs so incurred by the Contractor shall be assessed by the SCA and added to the Fee.
- (k) The Contractor shall comply with clause F3 – Site Requirements for Contractors.

### **C3.5 Compliance**

- (a) Legislative and other Legal Requirements
  - (i) The Contractor is responsible for compliance with all Statutory Requirements subject to clause C3.5(a)(ii) below, except if (because of the nature of the requirements) only the SCA can comply. This includes all costs and expenses associated with such compliance, including, but not limited to, payments under the Building and Construction Industry Long Service Payments Act 1986.
  - (ii) If Statutory Requirements change after the closing time of tender and a change to the Works may be required as a result, the Contractor must promptly notify the SCA and the SCA may instruct a variation under the variation procedures in clause C11 if the SCA requires a change to the Works as a result.
- (b) Standards and Codes
  - (i) The Contractor shall comply with all relevant Australian Standards (if any) in performing and providing the Works.
  - (ii) Where the Contract requires the Contractor to comply with any standard or code, unless otherwise specified, that standard or code shall be that which is current at the closing date for Tenders.
  - (iii) If subsequent to that date, any such standard or code is amended or replaced, the SCA may direct that the Contractor comply with such amendments or new standard or code and the Contractor shall do so.
  - (iv) If such direction involves a variation to the Works then clause C11 shall apply.

(c) Licences and Approvals

The Contractor must obtain at its own cost all licences, approvals and consents necessary to carry out the Works 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, Safety and Quality Requirements

(i) The Contractor is responsible for and must comply with the requirements of the Contract for:

- (A) protection of the environment;
- (B) occupational health and safety management; and
- (C) quality assurance.

(ii) The Contractor 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 Contractor'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.
- (b) All media enquiries regarding the Contract or the Works shall be directed to the SCA.
- (c) The Contractor must notify the SCA of all events which arise in the course of carrying out the Work which are likely to receive media attention.
- (d) The Contractor warrants that any information or documents provided to SCA, pursuant to or in connection with the Contract, excluding documents marked 'Confidential' by the Contractor, shall not be confidential and may be disseminated by the SCA in the ordinary course of its business, or in order to fulfil any statutory or other legal obligations.

### **C3.7 Construction Program**

- (a) The Contractor must, by the time specified in Item 5 of Attachment F1, submit to the SCA a program for the performance and completion of the Works within the time specified in Item I of Attachment F1 and within the Contract Milestones.
- (b) The construction program shall allow the SCA to identify the planned events and activities which comprise the WUC and to enable the SCA to co-ordinate its activities with those of the Contractor.
- (c) Unless specified elsewhere, the construction program shall be drawn to a time scale of calendar weeks with individual duration activity not generally exceeding 2 weeks.
- (d) The construction program shall include the items listed in clause E5.1.

- (e) The Contractor shall submit to the SCA an updated construction program:
  - (i) at intervals not exceeding 3 months during the Contract Term; and
  - (ii) following any extension of time granted by the SCA pursuant to clause C6.2.
- (f) An updated construction program shall include:
  - (i) the same level of detail as specified for the original construction program (required by the Contract and not in the Invitation to Tender);
  - (ii) the construction program amended to show time extensions granted and progress achieved against the original construction program and the actual manpower and plant resources utilised on completed Works or engaged upon activities in progress. It shall list all specific actions to correct or address any deviation from the program in respect of all WUC carried out at the date of updating; and
  - (iii) reasons for any deviation from the previously submitted construction program and strategies, if any, to correct any deviation within the Contractor's control.

### **C3.8 Privacy**

- (a) The Contractor acknowledges that the SCA has obligations pursuant to the *Privacy and Personal Information Protection Act 1997 (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.

### **C3.9 Unconditional Undertakings**

- (a) Within 7 days of commencement of the Contract Term the Contractor shall provide to the SCA the required Unconditional Bank Guarantee.
- (b) Within 7 days of the commencement of the Contract Term the Contractor shall provide to the SCA the required Guarantee, Undertaking and Substitution.

### **C3.10 Cleaning Up**

- (a) The Contractor shall keep the Site and WUC clean and tidy and regularly remove rubbish and surplus material.
- (b) Within 14 days of the Date of Completion, the Contractor shall remove Temporary Works and Construction Plant.
- (c) If the Contractor fails to comply with the preceding obligations in this clause, the SCA may direct the Contractor to rectify the non-compliance.

- (d) If:
  - (i) the Contractor fails to comply with such a direction; and
  - (ii) that failure has not been made good within 5 days after the Contractor receives written notice from the SCA that the SCA intends to have the subject work carried out by others,

the SCA may have that work so carried out and the cost incurred by the SCA shall be moneys due from the Contractor to the SCA. The rights given by this subclause are additional to any other rights and remedies.

### **C3.11 Reporting Requirements**

- (a) The Contractor shall provide reports to the SCA as specified in clause F9 of this Contract.
- (b) The Contractor must, at all reasonable times and upon reasonable notice, permit the SCA access to the Contractor's premises in order for the SCA to inspect, discuss and assess material produced in connection with the Works.

### **C3.12 Security**

- (a) When the Works are being carried out on property owned by SCA, the Contractor shall ensure that the SCA's property is properly secured at all times and that security measures are taken by the Contractor to safeguard SCA property against loss or damage.
- (b) SCA is not responsible for the loss or damage to the Contractor's property whilst on SCA's premises.

### **C3.13 Permit to Work Program**

- (a) The Contractor shall comply with the SCA Permit to Work program.
- (b) If the SCA determines, in its absolute discretion, that the Contractor requires a Permit to Work Certificate the Contractor shall not commence the Works until the Permit to Work Certificate is received.
- (c) The Contractor shall comply with all the terms and conditions of the Permit to Work Certificate.
- (d) In the case of any inconsistency or ambiguity with the terms of this Contract and the terms and conditions of the Permit to Work Certificate, the Permit to Work Certificate shall apply to the extent of the inconsistency or ambiguity only.

### **C3.14 Testing**

- (a) The Contractor must Test (at its own cost) all parts of the WUC directed by the SCA to be tested or as specified in Part E – Technical Specification (including Inspection Testing Plans provided by the Contractor), at any time before the expiry of the Defects Liability Period.

- (b) The Contractor must repeat the Tests (at its own cost) of all parts of the WUC where Defects have been found, until it has confirmed in writing to the SCA that all Defects are made good and that the WUC complies with the Contract.
- (c) Results of Tests shall be promptly made available to the SCA.

### **C3.15 Defects**

- (a) The Contractor must identify and make good all Defects so that the Works comply with the Contract. This does not affect any other remedy or right of the SCA.
- (b) At any time before Completion, the SCA may instruct the Contractor to make good Defects within a time specified by the SCA.
- (c) If the Contractor fails to make good the Defects in the time specified, the SCA may have the Defects made good by others and:
  - (i) the cost is a debt due to the SCA, unless a variation applies under clause C11; and
  - (ii) the Contractor is responsible for the work involved in making good the Defects as if the Contractor had performed the work.
- (d) Nothing in this clause C3.15:
  - (i) reduces the Contractor's warranties and other liabilities and obligations under the Contract; or
  - (ii) affects the SCA's common law right of damages.
- (e) If at any time before Completion the Contractor becomes aware of any defect which results from design or other work for which it is not responsible it must:
  - (i) promptly notify the SCA; and
  - (ii) make good the defect as a variation under clause C11 if instructed to by the SCA.

### **C3.16 Acceptance with Defects not made Good**

- (a) The SCA, in its absolute discretion (and at any time, whether before or after Completion), may accept the WUC with specified Defects not made good.
- (b) Before the SCA does so the SCA may propose deductions from the Fee and any terms it requires.
- (c) If the Contractor does not agree in writing with the SCA's terms, the Contractor must make good the specified Defects.
- (d) The Contractor remains liable for Defects not known at the time the SCA agrees to accept the WUC under this clause C3.16.

- (e) The Contractor may not make a claim, raise an Issue, or bring any action concerning anything arising out of this clause C3.16.

### **C3.17 Latent Conditions**

- (a) Latent conditions are physical conditions on the Site and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent Contractor at the time of the Contractor's tender if the Contractor had inspected:
  - (i) all written information made available by the SCA to the Contractor for the purpose of tendering;
  - (ii) all information influencing the risk allocation in the Contractor's tender and reasonably obtainable by the making of reasonable enquiries; and
  - (iii) the Site and its near surrounds.
- (b) The Contractor, upon becoming aware of a latent condition while carrying out WUC, shall promptly, and where possible before the latent condition is disturbed, give the SCA written notice of the general nature thereof.
- (c) If required by the SCA promptly after receiving that notice, the Contractor shall, as soon as practicable, give the SCA a written statement of:
  - (i) the latent condition encountered and the respects in which it differs materially;
  - (ii) the additional work, resources, time and cost which the Contractor estimates to be necessary to deal with the latent condition; and
  - (iii) other details reasonably required by the SCA.
- (d) The effect of the latent condition shall be a deemed variation, priced having no regard to additional cost incurred more than 28 days before the date on which the Contractor gave the notice required by clause C3.17(b) but so as to include the Contractor's other costs for each compliance with clause C3.17(c).

## **C4. SCA'S RIGHTS AND OBLIGATIONS**

### **C4.1 Access to the Site**

- (a) Provided the Contractor has complied with subclauses C10.3(a), C3.7 and C3.8 the SCA shall give the Contractor possession of sufficient of the Site for commencement of WUC on Site.
- (b) If the SCA has not given the Contractor possession of the whole Site, the SCA shall give the Contractor possession of such further portions of the Site as may, from time to time, be necessary for carrying out WUC.
- (c) Delay by the SCA in giving possession shall not be a breach of the Contract.

## **C5. OBLIGATIONS OF BOTH PARTIES**

### **C5.1 Co-operation**

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.

### **C5.2 Early Warning**

- (a) Each party must do all it reasonably can to promptly inform the other of anything of which it becomes aware which is likely to affect the timing, cost or quality of the Works, and the parties must then investigate how to avoid or minimise any adverse effect on the Works.
- (b) Clause 5.2(a) does not change the rights and responsibilities of either party under the Contract, unless they agree in writing to change them.
- (c) Neither party may disclose in any dispute resolution proceedings (including expert determination or litigation) anything discussed or provided under clause 5.2(a).

### **C5.3 Authorised Persons**

- (a) 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.
- (b) All communications between the parties in relation to the provisions of this Contract shall be made by each party to the person appointed by the other party pursuant to clause C5.3(a).

## **C6. TIME CONSIDERATIONS**

### **C6.1 Progress**

- (a) The Contractor shall ensure that the Works reach Completion by the Date for Completion.
- (b) The Contractor must carry out construction of the Works in accordance with Scheduled Progress.
- (c) Whenever requested, the Contractor must demonstrate to the SCA that it is achieving Scheduled Progress.
- (d) If the Contractor is not achieving Scheduled Progress, the SCA may instruct the Contractor to take all reasonable steps to achieve Scheduled Progress, at the Contractor's cost.

### **C6.2 Extension of Time**

- (a) If progress of the Works has been delayed due to conditions outside the contractors control the Contractor is entitled to an extension of time for Completion, for the number of days assessed by the SCA, if the Contractor satisfies the SCA that all these conditions apply:

- (i) Either:
    - (A) a clear majority of work in progress or planned to be started during the period of the delay could not be proceeded with; or
    - (B) a clear majority of work will not be able to be proceeded with in the future, as a result of the delay which has occurred.
  - (ii) The cause of the delay was beyond the control of the Contractor (including an act, default or omission of the SCA, but not including a variation instructed by the SCA).
  - (iii) The Contractor has taken all reasonable steps to avoid and minimise the delay and its effects.
  - (iv) The Contractor has requested an extension of time in accordance with clause C6.2(b).
- (b) To request an extension of the Date for Completion, the Contractor must give the SCA:
- (i) notice of the delay, its cause, relevant facts, and its expected impact, no later than 7 days after it began; and
  - (ii) notice of the extension of time claimed, together with information sufficient for the SCA to assess the claim, either in the notice under clause C6.2(b)(i) or in a separate notice given no later than 7 days after the delay ended.
- (c) An extension of time is only given for delays occurring on days on which the Contractor usually carries out work.
- (d) The SCA may extend the Date for Completion at any time and for any reason, whether or not the Contractor has requested an extension.
- (e) The Contractor's only remedies for delay are an extension of the Date for Completion under clauses C6.2 and C11.

### **C6.3 Completion and Final Completion**

- (a) Before the Contractor achieves Completion, the SCA (and anyone authorised by it) may use or occupy any part of the Site or Works which is sufficiently complete; and:
  - (i) the Contractor's responsibilities are not affected, except if they are reduced under clause C9.1(d) or if the SCA (or anyone authorised by it to use or occupy any part of the Works) allows the Contractor's work to be hindered; and
  - (ii) the SCA becomes responsible for any additional insurance requirements.
- (b) The Contractor shall give the SCA at least 14 days written notice of the date upon which the Contractor anticipates that Completion will be reached.



- (c) When the Contractor is of the opinion that Completion has been reached, the Contractor shall in writing request the SCA to issue a Certificate of Completion. Within 14 days after receiving the request, the SCA shall give the Contractor either a Certificate of Completion evidencing the Date of Completion or written reasons for not doing so.
- (d) If the SCA is of the opinion that Completion has been reached, the SCA may issue a Certificate of Completion even though no request has been made.
- (e) The Contractor shall give the SCA at least 14 days written notice of the date upon which the Contractor anticipates that Final Completion will be reached.
- (f) When the Contractor is of the opinion that Final Completion has been reached, the Contractor shall in writing request the SCA to issue a Certificate of Final Completion. Within 14 days after receiving the request, the SCA shall give the Contractor either a Certificate of Final Completion evidencing the Date of Final Completion or written reasons for not doing so.
- (g) If the SCA is of the opinion that Final Completion has been reached, the SCA may issue a Certificate of Final Completion even though no request has been made.
- (h) Upon issue of a Certificate of Completion the SCA shall release 50% of the security provided by the Contractor and the remainder on the expiry of the Defects Liability Period evidenced by the Certificate of Final Completion.

#### **C6.4 Liquidated Damages**

- (a) If the Works do not reach Completion by the Date for Completion, liquidated damages, as specified in Item 6(a) of the Annexure shall be due and payable to the SCA for every day after the Date for Completion to the earliest date of the Date of Completion or termination of the Contract.
- (b) The liquidated damages payable by the Contractor are limited to the amount specified in Item 6(b) of the Annexure.
- (c) If an EOT is directed after the Contractor has paid or the SCA has set off liquidated damages, the SCA shall repay to the Contractor such of those liquidated damages as represent the days the subject of the EOT.

#### **C6.5 Defects Liability Period**

- (a) The Defects Liability Period shall commence on the Date of Completion at 4:00pm.
- (b) The Contractor shall carry out rectification of Defects at times and in a manner causing as little inconvenience to the occupants or users of the Works as is reasonably possible.
- (c) During the Defects Liability Period the SCA may give the Contractor a direction to rectify a Defect which:
  - (i) shall identify the Defect and the date for completion of its rectification; and

- (ii) may state a date for commencement and/or completion of the rectification and whether there shall be a separate defects liability period therefore (not exceeding that in Item 3, commencing at 4:00pm on the date the rectification is completed and governed by this clause).
- (d) If the rectification is not commenced or completed by the stated dates, the SCA may have the rectification carried out by others but without prejudice to any other rights and remedies the SCA may have. The cost thereby incurred shall be moneys due and payable to the SCA by the Contractor.

## **C6.6 Suspension by the SCA**

- (a) The SCA may instruct the Contractor to suspend progress of the Works and the Contractor must comply.
- (b) The Contractor must resume carrying out the Works when instructed to by the SCA.

## **C7. PAYMENT**

### **C7.1 Payment**

- (a) The Contractor acknowledges that it has made full allowance in the Fee for the Works including all items of work reasonably inferred from the Contract as necessary to properly execute and complete the Works and required to achieve the effective and efficient use and operation of the Works.
- (b) The Fee will not be adjusted for rise or fall in the cost of labour or materials provided by the Contractor, or for new, changed or increased taxes, duties or other imposts, unless expressly stated in the Contract.
- (c) Payment, in part or in total, of the Fee does not constitute an acceptance by the SCA of the Works and does not amount to a waiver of any right or action which the SCA may have at any time against the Contractor.

### **C7.2 GST**

- (a) Where any supply is made under this Contract, the Contractor shall be entitled to recover from the SCA an additional amount on account of the imposition of GST (calculated in accordance with the prevailing rate at the time of payment).
- (b) Where supply is made and GST is included in the total amount payable by the SCA, the Contractor shall provide a Tax Invoice (as defined by GST law) to the SCA with each claim for payment.

### **C7.3 Progress Payments**

- (a) The Contractor 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 WUC carried out during that month, derived from the

payment amounts in clause B2, and may include details of other moneys then due to the Contractor pursuant to provisions of the Contract.

- (c) With each progress claim the Contractor must give the SCA a statutory declaration that all workers employed by or subcontracted to the Contractor on WUC have been paid their wages and entitlements.
- (d) The SCA shall notify the Contractor 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 Contractor disputes the payment proposed by the SCA the provisions of clause C12 shall apply.
- (f) Unless the SCA provides notice as described in clause C7.3(d) above, the SCA shall pay the progress claim within 28 days of its receipt.

#### **C7.4 Final Payment**

- (a) The Contractor must submit a final progress claim within 13 weeks after the expiry of the Contract Term for any entitlement not previously claimed, and which is then permitted under the Contract or which might otherwise be brought in connection with the subject matter of the Contract. The claim must be endorsed "Final Progress Claim".
- (b) Any claim brought by the Contractor more than 13 weeks after the expiration of the Contract Term is barred.
- (c) The SCA will issue a final payment certificate, which shall be endorsed 'Final Payment Certificate', after assessing the Contractor's final progress claim or, on its own volition if the Contractor does not submit a final progress claim within the required time.
- (d) Any payments due by one party to the other under the final payment certificate shall be made within 28 days of receipt of the final payment certificate by the Contractor.
- (e) The Contractor's liability under the Contract or otherwise is not affected by the issue of the final payment certificate. The Contractor's liability continues until any limitation period under statute expires.

#### **C7.5 Conditions Precedent**

- (a) The Contractor shall not be entitled to payment for WUC until it has submitted:
  - (i) proof of insurance in accordance with clause B16 or C10;
  - (ii) unconditional undertakings in accordance with clause C3.9;
  - (iii) a construction program in accordance with clause C3.7; and
  - (iv) a statutory declaration in accordance with clause C7.3(c).

**C7.6 Interest on Late Payment**

A party which fails to make a payment by the time or by the last day of the period prescribed by the Contract must pay interest, at the rate of 2% above the 'Bank Bill Swap Reference Rate' as published in the Australian Financial Review on the first day of business after the day on which the amount became due.

**C7.7 Set-Off**

If the SCA claims a sum under or arising out of the Contract or any other Contract between the SCA and the Contractor, it may:

- (i) withhold, deduct or set off the claimed sum against any sum to which the Contractor is entitled under or arising out of the Contract; and
- (ii) make a demand against the security provided by the Contractor under the Contract.

**C8. INTELLECTUAL PROPERTY**

- (a) The Contractor assigns all Intellectual Property Rights in all Data created specifically for the Contract, upon its creation, to the SCA.
- (b) The Contractor must include provisions in all subcontracts and agreements with consultants to ensure that Intellectual Property Rights in all Data created specifically for the Contract is assigned to the SCA upon its creation. The Contractor, subcontractors and consultants are granted licences to use the Data for the purposes of the Contract.
- (c) For Data provided by or for the Contractor, but not created specifically for the Contract, the Contractor must obtain irrevocable, perpetual, transferable, royalty free licences to allow the SCA to use, operate, maintain, modify and decommission the Works.
- (d) Licences must apply from the Commencement Date or (if the Data has not then been created or is not then available) from the date the Data is created or becomes available (as applicable).
- (e) The Contractor indemnifies the SCA against any claims, actions and loss or damage arising out of any infringement of Intellectual Property Rights in relation to the Data provided by or for the Contractor and used under the Contract or required to use, operate, maintain, modify or decommission the Works.
- (f) The Contractor must ensure that Data created specifically for the Contract by or for the Contractor is only used for the purposes of the Contract.
- (g) The Contractor 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 Contractor's obligations under this clause shall survive the termination of this Contract.

- (h) The Contractor warrants that it will not breach any Intellectual Property Rights of any third party.

## **C9. INDEMNITY**

### **C9.1 Care of People and Property**

- (a) The Contractor is liable for and indemnifies the SCA against loss or damage to:
  - (i) the Works, from the date the Contractor begins carrying out the Works; and
  - (ii) the Site and anything brought onto the Site for the purposes of the Contract, from the date the Contractor is given possession of the Site (or the relevant part of the Site),until and including the Date of Completion.
- (b) After the Date of Completion the Contractor remains liable to the SCA for loss or damage arising out of performing variations, making good Defects, and removing materials from the Site.
- (c) The Contractor 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;
  - (iv) breach of Contract or of the Environmental Law which gives rise to a prosecution against the SCA or one of SCA's personnel under the Environmental Law; or
  - (v) 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 Contractor's performance of this Contract.
- (d) The Contractor's responsibility to indemnify the SCA under clauses C9.1(a) and (c) is reduced to the extent that an act or omission of the SCA contributes to an injury or death or loss or damage to property.
- (e) The Contractor is responsible for all of the following:
  - (i) Preventing personal injury or death, or loss or damage to the Site and the Works.
  - (ii) Preventing loss or damage to adjoining and other properties arising out of carrying out the Works.

- (iii) The locating and care of existing services.
- (iv) Repairing or making good loss or damage to the Works and the Site.
- (v) Bearing the cost of repairing or making good, loss or damage to adjoining and other properties arising out of carrying out the Works.
- (f) If urgent action is required to avoid death, injury or loss or damage, and the Contractor does not take the necessary action immediately when the SCA requests it, the SCA may take the action (without relieving the Contractor of its obligations), at the Contractor's cost as a deduction from the Fee.

## **C10. INSURANCE**

### **C10.1 Type, Level and Duration of Cover**

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

<b>Type of Cover</b>	<b>Level of Cover</b>	<b>Duration of Cover</b>
Industrial Special Risks or Contract Work, or equivalent	Full reinstatement value of the Work	Contract Term including any Warranty period(s) ("Relevant Period")
Public and Product Liability	Minimum \$20 million for any one occurrence, unlimited as to the number of occurrences during each annual period of insurance	Relevant Period
Professional Indemnity (if required)	Minimum \$5 million for any one occurrence, 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 Contractor must ensure that the Relevant Insurance Policies provide that (or to the effect that):

- (a) SCA is named as an insured to the extent of its rights and interests;
- (b) SCA is named as loss payee;

- (c) the Relevant Insurance Policies may not be varied or terminated by the insurer for any reason (including the non-payment of premiums) unless SCA is given 30 days prior written notice;
- (d) failure by the Contractor to comply with the terms of the Relevant Insurance Policies will not prejudice the rights of any other insured; and
- (e) the insurer waives its right to set-off or counter-claim or make any other deduction or withholding as against SCA.

### **C10.3 Contractor's General Insurance Obligations**

The Contractor 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 a copy of the complete originals of the Relevant Insurance Policies to SCA;
- (e) do all things, and provide all documents, evidence and information 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 Contractor shall consult about these matters, including, in particular, about the level of premium payable; and
- (h) where, after consulting with the Contractor, SCA requires the Contractor to take out a particular policy of insurance (in addition to the policies of insurance already held by the Contractor), or to increase the level of cover under an existing policy, the Contractor 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 Contractor, or having the name of SCA noted in the policy as a joint insured) and SCA shall reimburse the Contractor 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, before the Date of Completion, may direct, in writing, the Contractor to vary the WUC by any one or more of the following:
  - (i) Increase, decrease or omit any part.
  - (ii) Change the character or quality.
  - (iii) Change the levels, lines, positions or dimensions.
  - (iv) Carry out urgent or additional work.
  - (v) Demolish or remove material or work no longer required by the SCA.
- (b) The Contractor shall as soon as practicable after receiving such notice, notify the SCA whether the proposed variation can be effected together with, if it can be effected, the Contractor's estimate of the:
  - (i) effect on the Scheduled Progress; and
  - (ii) cost (including all time-related costs, if any) of the proposed variation.
- (c) The SCA may direct the Contractor to give a detailed quotation for the proposed variation supported by measurements or other evidence of cost.

### **C11.2 Variations by Contractor**

- (a) The Contractor shall not vary WUC except as directed in writing by the SCA.
- (b) If the Contractor requests the SCA to direct a variation for the convenience of the Contractor, the SCA may do so at its sole discretion. The direction shall be written and may be conditional. Unless the direction provides otherwise, the Contractor shall be entitled to neither extra time nor extra money.

### **C11.3 Pricing and EOT**

- (a) The SCA shall, as soon as possible, price each variation using the following order of precedence:
  - (i) Agreement between the parties;
  - (ii) applicable rates or prices in the Contract;
  - (iii) rates or prices in a priced schedule of rates or schedule of prices, even though not Contract documents, to the extent that it is reasonable to use them; and
  - (iv) reasonable rates or prices; which shall include a reasonable amount for profit and overheads,

and any deductions shall include a reasonable amount for profit but not for overheads.



- (b) That price shall be added to or deducted from the Fee.
- (c) The SCA shall, as soon as possible, determine whether the Contractor is entitled to an EOT for each variation.

## **C12. DISPUTE RESOLUTION**

### **C12.1 Notification of an Issue**

- (a) Either party may give notice to the other of an Issue in connection with the WUC 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) If a party gives notice of an Issue but not within the time provided by clause C12.1(a), and it is resolved in favour of that party, then that party is not entitled to interest on any amount involved in the Issue for the period before the party gave the notice.
- (d) The SCA is not liable to pay damages (whether in Contract, for negligence or otherwise) for making an incorrect assessment, determination or instruction.

### **C12.2 Resolution of an Issue**

- (a) Within 7 days of receipt of a notice, the Contractor and the SCA are to meet to attempt to resolve the dispute.
- (b) If the Issue is not resolved within 14 days after service of the notice the parties are to appoint an independent expert.
- (c) If the parties fail to agree upon an expert, either may request the Chief Executive Officer of the Australian Commercial Disputes Centre, Sydney to nominate an expert.
- (d) If there is no Chief Executive Officer or if the Chief Executive Officer fails to make a nomination within a reasonable time, the SCA is to nominate an expert.
- (e) The SCA must not nominate:
  - (i) an employee of the SCA or Contractor;
  - (ii) a person who has been connected with the Works or the Contract; or
  - (iii) a person who the SCA and the Contractor have not been able to agree on.
- (f) When the person to be the expert has been agreed or nominated, the SCA, on behalf of both parties, must engage the expert by letter of engagement (copied to the Contractor) setting out:
  - (i) the Issues referred to the expert for determination;
  - (ii) the expert's fees;

- (iii) the procedure for expert determination set out below; and
- (iv) any other matters which are relevant to the engagement.
- (g) The SCA and the Contractor must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own costs.

### **C12.3 Questions to be Determined by the Expert**

- (a) The expert must determine for each Issue the following questions (to the extent that they are applicable to the Issue):
  - (i) Is there an event, act or omission which gives the claimant a right to compensation under the Contract, for damages for breach of the Contract, or otherwise in law?
  - (ii) If so:
    - (A) What is the event, act or omission?
    - (B) On what date did the event, act or omission occur?
    - (C) What is the legal right which gives rise to the liability to compensation?
    - (D) Is that right extinguished, barred or reduced by any provision of the Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim or other legal right?
  - (iii) In the light of the answers to clauses C12.3(a)(i) and (ii) of this expert determination procedure:
    - (A) What compensation, if any, is due from one party to the other and when did it fall due?
    - (B) Applying the rate of interest specified in the Contract, what interest, if any, is due when the expert determines that compensation?
- (b) The expert must determine for each Issue any other questions required by the parties, having regard to the nature of the Issue.

### **C12.4 Submissions to the Expert**

- (a) Each party is to make written submissions to the expert and provide a copy to the other party as follows:
  - (i) Within 7 days after the appointment of the expert, the notifying party is to submit details of the Issue.
  - (ii) Within 14 days after receiving a copy of that submission, the other party is to submit a written response. That response may include cross-claims.

- (b) The expert must ignore any submission, response, reply or comment not made within the time given in clause C12.4(a), unless the SCA and the Contractor agree otherwise.
- (c) The expert may request further information from either party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other party, and give the other party a reasonable opportunity to comment on the response.
- (d) All submissions, responses, replies, requests and comments must be in writing. If a party to the Contract gives information to the expert it must at the same time give a copy to the other party.
- (e) The expert may request a conference with both parties to the Contract. The request must be in writing, setting out the matters to be discussed. The parties agree that such a conference is considered not to be a hearing which would give anything under this expert determination procedure the character of an arbitration.

### **C12.5 Role of Expert**

- (a) The expert:
  - (i) acts as an expert and not as an arbitrator;
  - (ii) must make its determination on the basis of the submissions of the parties and without formalities such as a hearing;
  - (iii) must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 35 days after the letter of engagement referred to in clause C12.2(f).

### **C12.6 Expert Determination**

- (a) If the expert determines that one party must pay the other an amount exceeding \$250,000 (calculating the amount without including interest on it, and after allowing for set-offs), and within 14 days of receiving the decision of the expert, either party gives notice in writing to the other that the party is dissatisfied, the decision is of no effect and either party may then commence litigation.
- (b) Unless a party has a right to commence litigation under clause C12.6(a):
  - (i) The parties are to treat each determination of the expert as final and binding and give effect to it.
  - (ii) If the expert determines that one party owes the other money, that party is to pay the money within 14 days of receiving the decision of the expert.

### **C12.7 Parties to Perform Contract**

- (a) During Issues resolution procedures under clause C12, the parties must continue to perform their obligations under the Contract.

- (b) The Issue resolution procedure in this clause C12 does not prevent a party from seeking an urgent declaration or injunction from a court.

## **C13. TERMINATION**

### **C13.1 Termination for Contractor's Default or Insolvency**

- (a) The SCA may terminate the Contract for Contractor's Default or Contractor's Insolvency by giving notice, as set out in this clause C13.1.
- (b) In the case of Contractor's Default, the SCA must first give notice to the Contractor that it has 7 days to remedy the Contractor's Default.
- (c) If the Contractor fails to give the SCA a notice containing clear evidence that it has remedied a Contractor's Default, or fails to propose steps reasonably acceptable to the SCA to remedy the Contractor's Default, the SCA may give the Contractor a notice terminating the Contract.
- (d) Nothing in this clause C13.1 affects or negates the SCA's common law rights to terminate or for damages.
- (e) In the case of Contractor's Insolvency, the SCA may give the Contractor a notice terminating the Contract.
- (f) If the SCA terminates the Contract, it may retain others to complete the Works and all the following shall apply:
  - (i) The Contractor must leave the Site as soon as reasonably practicable and remove everything it has brought onto the Site for carrying out the Works, but must leave any specialist or other materials required by the SCA to have the Works completed.
  - (ii) The Contractor must assign to the SCA its rights and benefits in all contracts concerning the Works, warranties and undertakings, bank guarantees and retention held by the Contractor, with effect from the date of termination of its retainer under the Contract.
  - (iii) The Contractor must consent to a novation to the SCA of all its contracts concerning the Works, as required by the SCA. The SCA may at any time make payments and may deduct, withhold or set off any amounts to be paid under the novated contracts from amounts otherwise due to the Contractor or from any security or undertaking given on the Contractor's behalf, or both.
  - (iv) The Contractor must do everything and sign all documents necessary to give effect to this clause C13.1, and it irrevocably appoints the SCA as its attorney to do this in its name if it fails to do so.
  - (v) If, on Completion, the cost to the SCA of completing the Works exceeds the amount that would have been paid to the Contractor to complete them, then the difference is a debt due by the Contractor to the SCA.

- (vi) The SCA may make provisional assessments of the amounts payable to the SCA under clause C13.1(f)(v) and may demand them under the security or undertakings provided.

### **C13.2 Termination for SCA's Convenience**

- (a) The SCA may terminate the Contract, by giving notice with effect from the date stated in the notice, for its convenience and without the need to give reasons.
- (b) The Contractor must comply with any instructions of the SCA to wind down and stop work.
- (c) The Contractor must leave the Site by the date stated in the termination notice and remove all plant, equipment and amenities it has brought onto the Site for constructing the Works.
- (d) After termination under clause C13.2(a), the SCA must pay the Contractor:
  - (i) the value of all work carried out to the date the termination notice takes effect, taking into account all previous payments;
  - (ii) the cost of materials reasonably ordered by the Contractor for the Works which it is legally liable to accept, but only if on payment the materials become the property of the SCA, free of any encumbrance;
  - (iii) the reasonable, direct costs of removal from the Site incurred by the Contractor, but only if the Contractor complies with a strict duty to mitigate costs;
  - (iv) an amount of 2% of the unpaid portion (taking into account clause C13.2(d)(i)) of the Fee; and
  - (v) costs reasonably incurred by the Contractor in the expectation of completing the Works and not included in any other payment by the SCA.
- (e) The SCA must release the security and undertakings given, subject to its rights under the Contract.
- (f) The payments referred to in clause C13.2(d) are full compensation for termination under this clause C13.2, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.
- (g) The Contractor must, wherever possible, include in all subcontracts and supply agreement an equivalent provision to this clause C13.2.

### **C13.3 Termination by Frustration**

- (a) If the Contract is frustrated:
  - (i) The Contractor shall issue a progress claim for WUC carried out to the date of the frustration.
  - (ii) The SCA shall pay the Contractor:

- (A) the amount due to the Contractor evidenced by all unpaid progress claims as assessed by the SCA;
- (B) the cost of materials and equipment reasonably ordered by the Contractor for WUC and which the Contractor is liable to accept, but only if they will become the SCA's property upon payment;
- (C) the costs reasonably incurred removing Temporary Works and Construction Plant; returning to their place of engagement the Contractor, subcontractors and their respective employees engaged in WUC at the date of frustration; and by the Contractor in expectation of completing WUC and not included in any other payment; and
- (D) each party shall promptly release and return all security and undertakings provided by the other.

#### **C13.4 Termination Notices**

Notices under this clause C13 must be in writing and be delivered by hand or registered post or equivalent.

## **PART D - SPECIAL CONDITIONS OF CONTRACT**

### **D1. Currency Fluctuation**

If the Contractor's tender included a breakdown of amount for items to be subject to foreign currency, then the amount payable by the SCA for the item shall be in Australian currency calculated by applying the spot selling rate for the purchase of the foreign currency at the Westpac bank at the close of business on the 14<sup>th</sup> day after the Commencement Date (or Alternate Commencement Date, if applicable) or of the Bank Holiday in New South Wales, the following trading day.

### **D2 Alternative Commencement Date**

For operational reasons, the SCA may nominate a date on which the Contract is to commence other than the Commencement Date shown in Attachment F1 (Alternative Commencement Date). SCA will advise the Contractor by 2<sup>nd</sup> February 2009 if an Alternative Commencement Date will be nominated, but the Alternative Commencement Date will be nominated in either August 2009 or February 2010. The SCA will advise the Contractor by 3<sup>rd</sup> August 2009 if the Alternative Commencement Date will be in September 2009 and will advise the Contractor by 1<sup>st</sup> February 2010 if the Alternative Commencement Date is in March 2010.

## **PART E - TECHNICAL SPECIFICATION**

### **E1. DESCRIPTION OF THE WORKS**

#### **E1.1 Background**

The Bendeela Pipeline connects Bendeela Pumping and Power Station with the Bendeela Control Structure. A surge tank is provided 350 metres downstream from the Bendeela Control Structure to limit the range of transient pressure variations in the pipeline. The pipeline consists of a rigid steel line with an internal diameter of 3.990 metres from the control structure to the surge tank and a diameter of 3.680 metre from the surge tank to the Bendeela Pumping and Power Station. The pipeline transports water in both directions, depending on whether Bendeela Pumping and Power Station is pumping or generating.

#### **E1.2 Purpose**

The purpose of these works is to ensure the useful operational life of the Bendeela Pipeline for the next 30 years. To assist with analysing the tenders, the specification separates the pipeline into 2 sections; from the Bendeela control Structure to the pipeline weld immediately upstream of the bifurcation into Bendeela Power Station Units 1 and 2 (Owned by Sydney Catchment Authority), and from the bifurcation to the upstream flange of the Unit 1 and 2 Main Inlet Valves (owned by Eraring Energy). The recoating of the second section of pipework also includes recoating of air chambers attached to each pipeline. The Particulars of Work for both sections of the pipeline are defined below.

#### **E1.3 Scope**

The scope of works includes but is not necessarily limited to the following:

Removal of existing internal lining by abrasive grit blasting

Detailed inspection of the internal surfaces of the pipeline.

The preparation of the internal pipeline surface for painting including the cleaning and welding any areas of significant metal depletion. It is anticipated that areas where the pipeline has suffered significant metal loss that requires pad welding to be carried out under the Schedule of Rates provisions of the contract.

The removal and safe disposal of the old lining material and all by products from the cleaning, welding and coating processes. Particular care is to be taken to avoid contamination of the Principals equipment with waste products from the grit blasting process.

The coating of the internal surfaces with an approved coating system conforming to the relevant Australian Standards.

The outage period to complete this work will be 12 weeks, commencing on mid March 2009 or on an alternate date of commencement as specified in special conditions of contract.

The specification is split into fixed price Lump Sum work and also has provision for Schedule of Rates and materials purchase on a Cost Plus basis. The major identified works shall be carried out under the Lump Sum Fixed Price Schedule (Schedule 1). The Lump Sum Fixed Price works are defined in Clauses A1.3 to A1.5 excluding welding . All



other works including welding shall be approved by the principal and carried out under the Schedule of Rates.(Schedule 2)

Where, with written agreement from the Principal, specialist labour, materials or other ex-works items not covered by the contract are supplied, then the Contractor shall be reimbursed to the invoiced cost plus a handling fee not to exceed 10%. This percentage is to be nominated in the Tender in Schedule 3. The handling fee shall include for all procurement and other overhead administrative costs, charges, expenses and profit.

#### **E1.4 Specifications**

E1.4.1 The coating product will conform to AS4020 (Products for use in contact with drinking water).

E1.4.2 The contractor will be accredited to Painting Contractor Certification Program (PCCP) Class 5 and shall use for all of the protective coating works the APAS approved paint systems.. The following tests shall be carried out during the application of the protective coating :-

- Wet Film Thickness Test (WFT) to AS 3894.3 Appendix “C”. – to minimise the to apply more than 3 coats.
- Dry Film Thickness Test (DFT) to AS 3894.3 – method “B”.
- Pinhole and Halliday Test to AS 3894.1
- Adhesion Test to AS 3894.9.

All the QA requirements of AS 3894 parts 10 to 14 are to apply including the following reports :-

- Site testing of protective coatings Inspection Report.
- Daily surface and ambient conditions.
- Equipment condition report.
- Protective coatings daily inspection report.

E1.4.3 The coating product will be either a Polyamine adduct cured Epoxy, a Vinyl Ester or a Polyurethane-Polyurea Elastomer.

E1.4.4 The coating product will be applied by airless spray

E1.4.5 The product and its application will be unconditionally warranted by the contractor for a minimum period of 10 years.

E1.4.6 The surface preparation and coating application will be conducted in compliance with the coating manufacturer’s documented application procedures.

E1.4.7 Should any of the work not meet the paint manufacturers standard specified, or be damaged or show imperfections, the work shall be repaired by the contractor as specified, to the satisfaction of the Principal’s Representative.

- E1.4.8 All abrasives will be selected in accordance with AS 1627.4 (Abrasive blast cleaning) and used in accordance with statutory health and safety regulations, site requirements and the coating manufactures application procedures.
- E1.4.9 Recycled abrasive will not be used.
- E1.4.10 The minimum application thickness will be no less than stated in the lining manufacturers application procedures.
- E1.4.11 The surface defects revealed by the blasting shall be ground, filled or treated in an appropriate manner to achieve a surface profile of 60 to 80 microns prior to coating.
- E1.4.12 The surface is to be abrasive blast cleaned to meet the requirements of AS 1627.4 & 9 Class 3 “White Metal Finish” with an angular measurable profile of not less than 60 micron.
- E1.4.13 The profile “Anchor Pattern” is to be measured using a Clemtex Anchor Pattern Standard or similar approved standard.
- E1.4.14 A profile of between 60 and 80 micrometres is required.
- E1.4.15 An authorised independent inspector shall carry out examination and testing of the work on behalf of the Superintendent and such inspector shall have reasonable access to the site for this purpose. The Inspector will be provided by the Principal.
- E1.4.16 The dry film thickness stated in the manufacturer’s application procedures is required. A recording Elcometer 356 thickness gauge or similar is to be used with a recording device required for each section coated. Instruments to be calibrated in accordance with AS 3894.3 Appendix D and by using non magnetic shims on polished steel.
- E1.4.17 The degree of cure and hardness is to be assessed using a Barcol 935 Hardness Impresser. A minimum Barcol reading in keeping with the coating manufacturers recommendation is required. Six Barcol measurements should be taken per section coated. (AS3894.4 & AS3894.12)
- E1.4.18 All surfaces are to be checked for pinholes in the fully cured coating using a high voltage DC Halliday tester. (AS3894.1 & AS3894.12)
- E1.4.19 The Contractor will identify the coating to be used and submit a copy of the Coating Manufacturers surface preparation and application procedure at the time of tendering.
- E1.4.20 Welding procedures, welder qualifications and welding supervisor qualifications to be used during the course of this contract shall conform to AS/NZS 1554 Part 1 SP and be provided to the Principal 14 days prior to the commencement of any welding.

## E1.5 Particulars of Works

- E1.5.1 The following Lump Sum Fixed Price Work is clearly identifiable and access for assessment shall be made available to the Tenderer during the day of the site inspection.

Unless stated elsewhere within this specification all materials and equipment used for the refurbishment, installation and commissioning of plant shall be supplied by the Contractor.

### E1.5.2 Bendeela Control Structure to Weld Upstream of Bifurcation

- E1.5.2.1 Remove and replace the internal lining from the fixed wheel gate to the weld upstream of the bifurcate. This work is to include the internal parts of the access covers.

- E1.5.2.2 The area of the internal lining to be removed from the pipeline and replaced shall extend from the fixed wheel gate located in the Bendeela Control Structure to the first weld upstream of the Bifurcation located at the Bendeela Power/Pumping Station.

- E1.5.2.3 All abrasive material shall be collected and removed from the pipeline by the contractor prior to the final inspection and re commissioning of the pipeline. It is imperative that no abrasive material be allowed to enter the Power Station Turbines.

- E1.5.2.4 The walls and floor of the Surge Tank are excluded from this contract

### E1.5.3 Weld Upstream of Bifurcation to Main Inlet Valve

- E1.5.3.1 Remove and replace the Bendeela penstock internal protective coating from the first weld joint upstream of the Bifurcation to the upstream flange of the main inlet valve of each Bendeela unit. This is to include the air chambers and connecting pipe work on both unit penstocks downstream of the bifurcation.

The area of penstock internal protective coating to be removed and replaced shall be from the first weld joint upstream of the Bifurcation to the leading edge of the Main Inlet Valves for both Units 1 and 2. The area of work is defined in drawing T75-7-4015 attached to this specification. The air chambers and connecting pipe work are detailed in drawing T75-7-4017.

- E1.5.3.2 The main inlet valves are to remain in place during the recoating procedure. Emergency access to the pipeline will be

via the spiral casing access hatch and then into the pipeline legs via the main inlet valves which will be pinned open.

- E1.5.3.3 A bulkhead fitted with an access hatch is to be built immediately upstream of both inlet valves to provide emergency access into each leg of the pipeline. This bulkhead shall be sealed to prevent grit generated by surface preparation from reaching the main valve trunnions.
- E1.5.3.4 Vacuum equipment to remove grit from the pipelines is to be introduced into the pipelines via the pipeline access man holes outside the power station. This will also be the normal point of access into the pipeline.
- E1.5.3.5 Replacement of the pipeline coating from the bulkheads up to each main inlet valve is to be completed once both bulkheads are removed. It is envisaged that the surface preparation and painting will be done by hand in these locations
- E1.5.3.6 The Principal will arrange internal access to the air chambers via the cover plates, removal of isolation valves and internal orifice plates. The contractor will be responsible for all internal scaffolding to allow coating removal and reapplication to occur.
- E1.5.3.7 All pipe work attached to the air chambers are to have their protective coatings replaced up to the first flanged joint. The internal coating on the top cover plate is also to be recoated.
- E1.5.3.8 It is critical that all grit blasting residue be contained. For all grit blasting that is to be carried out on site the contractor shall provide a totally encapsulated enclosure around all areas to be grit blasted. The encapsulation shall have an effective grit and residue extraction system, so as to prevent the contamination of any station area or equipment.
- E1.5.3.9 All grit and residue resultant from the preparation of the internal pipe surfaces will be collected and removed from the Principals site.

## **E1.6 Works or Services to be provided by the Principal**

Where required, the Principal will provide operating staff to prepare equipment for safe access by the Contractor.

## **E2. OHS & R**

### **E2.1 General Requirements**

- (a) The occupational health and safety requirements contained in this specification:
  - (i) may be in addition to, but are not in substitution for, any other requirements of any legislation or regulations or of any condition in the General Conditions of Contract or the Special Conditions of Contract; and
  - (ii) shall not be taken to limit the powers of the SCA or the liabilities and responsibilities of the Contractor under the Contract.
- (b) The Contractor shall, at all times, exercise any other necessary and reasonable precautions appropriate to the nature of the Work and the conditions under which the Contract is to be performed for the safety of all persons on the Site, or in the vicinity.

### **E2.2 Additional Safety Requirements**

- (a) Notwithstanding the general requirements of clause E2.1(a), it shall be a requirement of the Contract that all supervisors, employees and visitors wear Safety Helmets, as defined in AS 1801, and safety footwear, as defined in AS 2210, whilst on the Site.
- (b) Blasting explosives shall not be taken onto the Site without the written approval of the SCA.
- (c) The Contractor shall comply with occupational health and safety legislation and regulations, AS 2865:1995 and SCA Group Procedures/Instructions relating to work in confined spaces.
- (d) In addition, the Contractor shall comply with the SCA Group Procedures/Instructions as set out in clause F6. In circumstances where these are in conflict, the more stringent requirements shall apply. The Contractor shall comply with the SCA's directions regarding these matters.
- (e) It shall be the Contractor's responsibility to provide equipment, training, personnel and documentation necessary to satisfy the above requirements. The Contractor shall comply with these requirements and shall provide relevant documentation as preconditions for issue and continuation of a Permit to Work at the Site.
- (f) The Contractor shall provide documentation to demonstrate compliance with the requirements for confined spaces. The information to be provided shall include the following:
  - (i) The names of all personnel required to enter confined spaces.

- (ii) Evidence that personnel have completed SCA approved training courses dealing with entry to confined spaces. These courses shall be conducted in accordance with the requirements of AS 2865 and the relevant SCA Group Procedure/Instruction and include instruction in:
    - first aid, including CPR;
    - gas detection;
    - breathing apparatus;
    - fire protection; and
    - practical emergency response.
  - (iii) A record of initial courses attended by all personnel and any further update courses attended.
  - (iv) Details of an assessment system to evaluate the aptitude and physical competence of personnel who will be required to enter confined spaces.
- (g) The confined spaces on the Site for the purposes of the Contract include, but are not necessarily limited to the following:
- The internal cavity of the pipeline and the interior of any abutments, valve chambers, pumping stations, power stations or any other area requiring access, in the opinion of the SCA or Contractor.
- (h) The Contractor is primarily responsible for defining the confined spaces and having the SCA concur, prior to the Contractor commencing work under this contract. In the event of gases being detected in a confined space, the Contractor shall ensure a safe working environment by providing adequate ventilation or by controlling the source of contaminants.

### **E2.3 Serious Accident and Dangerous Occurrence Reports**

- (a) The Contractor shall immediately notify the SCA of any accident or dangerous occurrence by ringing the SCA Incident No.(1800 061069) The Contractor shall then formally notify Work Cover in accordance with the Occupational Health and Safety Regulation 2001, using the prescribed form, and immediately supply an additional copy to the SCA.
- (b) If requested, the Contractor shall supply a written report to the SCA in the form directed and shall co-operate in any subsequent incident investigation and/or debrief conducted by the SCA.
- (c) The Contractor shall promptly submit reports of all accidents involving loss of time or incidents with serious accident potential such as equipment failures, slides, cave-ins, etc., giving such information as may be required by the SCA.

## **E2.4 Safety Co-ordination Committee**

- (a) In the absence of an Occupational Health and Safety (OH&S) Workplace Committee, the SCA may direct that a Safety Co-ordination Committee be established.
- (b) The Committee shall be chaired by the SCA or SCA's nominee and shall comprise representatives of the SCA, the Contractor, subcontractors and employees on the Site or such one or other of those as the SCA may direct. If more than one Contractor is working on a particular Site, all such Contractors may be represented.
- (c) At the direction of the SCA, recommendations made by the Committee shall be put into effect by the Contractor. If such direction involves a variation to the Works, then Part C - General Conditions of Contract shall prescribe the method of valuing the variation.

## **E2.5 Hazard Identification and Risk Assessment Meeting.**

Following award of the Contract, the Contractor shall attend and participate in, a 'Hazard Identification and Risk Assessment Meeting', which shall be chaired by the SCA. Attendance by other stakeholders shall be as determined by the SCA. The purpose of the meeting shall be to ensure that significant OH&S hazards and risks associated with the Contract Work have been identified.

## **E2.6 Preparation, Review and Sign-Off of Project Safety Plan**

- (a) Following the Hazard Identification and Risk Assessment Meeting, the Contractor shall prepare a 'Project Safety Plan', which shall include appropriate controls to minimise the OH&S hazards & risks identified in the accepted Hazard Risk Identification in clause F2 and at the Hazard Identification and Risk Assessment Meeting.
- (b) The Project Safety Plan shall detail the OH&S systems and procedures which will apply during the term of the Contract, including all relevant aspects of the Work and in regard to sub-contractors. The Project Safety Plan shall incorporate the Contract requirements listed under 'Project Safety Plan – Specifics' in the relevant sub-clause below.
- (c) The Contractor shall submit the Project Safety Plan for review and formal sign-off by the SCA prior to the 'Kick-off Meeting' and grant of Site possession.
- (d) All work activities identified in the Hazard Identification and Risk Assessment Meeting as carrying a high or moderate safety risk shall be addressed in Safe Work Method Statements. These shall be included in the Project Safety Plan. Where conditions of the job Site on the day must be known to determine the specific work method to be used, Safe Work Method Statements may be of a generic nature. In such cases a site-specific Safe Work Method Statement shall be developed at the Site prior to commencement of the relevant Work.
- (e) Where the Project Safety Plan does not meet SCA's Contract requirements the SCA shall notify the Contractor who shall make appropriate modifications

to the Project Safety Plan. The Contractor shall not commence on-site work until the SCA has acknowledged in writing to the Contractor, that the Project Safety Plan is acceptable to the SCA.

## **E2.7 Kick-off Meeting, Contractor Induction and Site Possession**

- (a) The Contractor shall attend and participate in a 'Kick-Off Meeting' and Contractor induction. These shall be conducted by the SCA and attended by other stakeholders nominated by the SCA. The purpose of the meeting shall be to ensure that all OH&S controls required to be deployed prior to Site possession are in place and that Contract responsibilities are understood by the key personnel. Key OH&S issues associated with the Site, the Work and the Project Safety Plan shall be reviewed.
- (b) At the satisfactory conclusion of the Kick-Off Meeting and Contractor induction the SCA shall grant the Contractor possession of the Site or sufficient of the Site to enable the Contractor to commence work.

## **E2.8 Types of OH&S Induction**

- (a) It is a legislative requirement that employees receive adequate induction and training to ensure tasks are undertaken in a manner that minimises the risk to their health and safety. SCA OH&S induction must be completed for all contractors, subcontractors and their employees before they commence Work. There are three levels of OH&S induction:

<b>General Induction</b>	Conducted initially by SCA for the Contractor and the Contractor's key personnel.  Additionally conducted by the Contractor for other Contractor employees and subcontractors.
<b>Site Specific Induction</b>	Conducted initially by SCA for the Contractor and the Contractor's key personnel for all SCA Sites.  For manned operating Sites: always conducted by SCA for Contractor employees and subcontractors.  For non-operating Sites and unmanned Sites: conducted by the Contractor for the Contractor's employees and subcontractors.
<b>Project Specific Inductions</b>	Conducted by the Contractor.
<b>Work cover Construction Induction</b>	All works on site will be in possession of a valid Construction Identification Card (Green Card)

## **E2.9 Guidelines for OH&S Induction**

- (a) The following guidelines provide an outline of the content of induction courses to be delivered to persons working on SCA contracts, and the



responsibilities for delivery of different induction components. They also outline the requirements for issue of SCA Contractor Induction/Identification Cards.

- (b) The Contractor shall ensure that all Personnel, subcontractors and employees involved in the Work under the Contract are properly inducted before their commencement of Work on Site. Specific responsibilities for delivery of inductions are outlined below. These responsibilities shall be specified in the Contractor's Project Safety Plan.
- (c) General Induction Process
  - (i) All Contractors, subcontractors and their employees shall be given a General Induction.
  - (ii) The SCA shall provide the initial General Induction to the Contractor and to the Contractor's nominated contract representatives at the Kick-Off Meeting. A General Induction Card shall be issued by the SCA to recipients of this induction (refer SCA Contractor Induction /Identification Card System below).
  - (iii) The Contractor shall be responsible for incorporating the General Induction content into the Contractor's subsequent induction processes for the Contractor's Personnel. Only holders of an official SCA General Induction/Identification Card will be permitted to provide subsequent general inductions.
  - (iv) A general induction package shall include:
    - SCA's OH&S policy;
    - an overview of SCA OH&S requirements for contractors (including responsibilities of SCA and responsibilities of the Contractor); and
    - SCA contractor safety rules.
  - (v) The General Induction will provide the Contractor with practical safety induction to SCA. It is the first part of a three part induction process that the Contractor and each of the Contractor's employees and subcontractors must complete before commencing Work on SCA Sites. In addition to this General Induction, the Contractor shall ensure that each of the Contractor's employees and subcontractors (and their employees) shall receive a Site-Specific Induction and a Project-Specific Induction.
- (d) SCA Site-Specific Induction
  - (i) The Contractor and its Personnel shall be given a Site-specific induction before they commence Work on Site.
  - (ii) For the Contractor and the Contractor's nominated Contract representatives the Site-Specific Induction shall be conducted by the SCA Site owner at the Kick-Off Meeting. The Contractor shall be responsible for incorporating this induction content into the Contractor's subsequent induction processes for contractor

employees and subcontractors, except at manned SCA operating Sites.

- (iii) At manned SCA operating Sites all inductions shall be conducted by the SCA Site owner. The Contractor shall be responsible for ensuring all the Contractor's employees and subcontractors have received this induction before they commence Work.
- (iv) All contract staff that is to work on Eraring Energy site must attend the site induction which is carried out by an Eraring Energy representative and is of approximately 1 hour duration. This induction will be carried out on the first day of access. Where management of the Site is not under the control of SCA, the Site-Specific Induction will be delivered by the person who has management responsibility for the Site. This shall be the Contractor unless otherwise advised in writing by the SCA.
- (v) Site-Specific Inductions shall as a minimum address the following:
  - Site-specific hazards.
  - Controls to be adhered to on Site.
  - Site safety rules.
  - Work permits.
  - Emergency evacuation and incident procedures.
  - Emergency contacts.
  - Hazard and incident reporting procedures.
  - Regulatory requirements and Codes of Practice relevant to Site hazards.
  - Safe access and amenities.
  - Other site-specific OH&S issues.
- (e) Project-Specific SCA Induction.
  - (i) The Contractor shall ensure that all employees and sub-contractors have received a Project Specific Induction prepared and provided by the Contractor. The Project Specific Induction shall be tailored by the Contractor to the specific project and work activity.
  - (ii) The Project-Specific Induction shall include:
    - Safe Work Method Statements;
    - the Project Safety Plan key contents; and
    - Codes of Practice.

## E2.10 Induction Records and Monitoring

- (a) The Contractor shall keep records of all inductions given to the Contractor and its Personnel. Specific inductions received by each individual shall be recorded on each individual's project specific induction/identification card (refer contractor induction/identification card system below).
- (b) Contractor Induction/Identification Card System

- (i) There shall be two types of Contractor Induction/Identification Card:
  - (A) **General Induction/Identification Card** - This card shall have a validity period of two years. It shall indicate that the recipient has received a General Induction. A General Induction/Identification Card shall be issued by the SCA on completion of a General Induction.
  - (B) **Project Specific Induction/Identification Card** - This type of card shall be issued by the Contractor. It shall indicate that the Contractor's employee, sub-contractor or sub-contractor's employee named on the card has been inducted as specified on the card. It shall indicate the level of induction received including General Induction, Site Specific Induction and Project Specific Induction. A Project Induction/Identification Card shall be valid for the duration of the project only. The Contractor shall ensure that all persons working on Site shall carry a Project Specific Induction/Identification Card. A number of blank Project Specific Induction/Identification Cards shall be provided to the Contractor by the SCA at the Kick-Off Meeting.

### E2.11 Project Safety Plan - Specifics

- (a) The Contractor shall prepare a Project Safety Plan in accordance with the requirements of the Contract.
- (b) The Contractor shall implement the Project Safety Plan and shall carry out frequent workplace inspections to ensure that OH&S controls are in place, systems are implemented, OH&S risks are identified and promptly addressed. The Contractor shall ensure that subcontractors follow the requirements of the Project Safety Plan.
- (c) The SCA may audit the Contractor's Project Safety Plan at any time to evaluate implementation, effectiveness and level of compliance with the Project Safety Plan. The SCA may report any non-conformance issues. The SCA shall appraise the Contractor's performance for the SCA's records.
- (d) The Project Safety Plan shall cover the eleven key elements contained in the current NSW Government OH&S Management System Guidelines and shall incorporate the requirements of that publication's "Corporate OH&S Management System".
- (e) The Project Safety Plan shall be reviewed at regular intervals throughout duration of the Contract to ensure that it is maintained in an up to date condition. The Project Safety Plan shall also form the basis by which the Contractor's management systems will be audited by SCA.
- (f) The Project Safety Plan and Safe Work Method Statements should utilise but not depend solely on the Hazard Risk Identification included in the Contract documents. The Project Safety Plan and Safe Work Method Statements should take into account the interface/s with ongoing SCA operations and with any other employees and contractors who may be undertaking other

work simultaneously on the Site/s. Revisions to the documentation shall also be submitted.

- (g) Outlined below are the general requirements for and elements of the Project Safety Plan to be provided by the Contractor.

(i) Management Responsibility

The Contractor's Project Safety Plan shall state the name of the Contractor's management representative responsible for the following:

- Overall compliance on-Site to OH&S requirements & legislation.
- Reviewing subcontractors' Project Safety Plans.
- Monitoring subcontractors' Project Safety Plans.
- Monitoring purchasing and materials delivery.
- Receiving, safely storing and using materials and hazardous substances.
- Communicating OH&S information & Site Safety Rules.
- Providing OH&S training and site induction.
- Maintaining accident and emergency procedures and first aid equipment.
- Conducting Site inspections.
- Identifying, assessing and controlling hazards.
- Workplace injury management and rehabilitation.
- Managing communication between OH&S Workplace Committees.
- Ensuring appropriate interaction with SCA procedures and operating systems.

(ii) Subcontracting and Purchasing

Safe Work Method Statements or procedures for the project should be in place for the following.

- Selection of subcontractors.
- Monitoring of work undertaken by subcontractors.
- Purchasing and delivery of materials.
- Delivery of hazardous substances.
- Handling of materials and hazardous substances.
- Review of Subcontractors' Project Safety Plans.
- Subcontractors' compliance with their Project Safety Plans.

(iii) Process Control (includes Safe Work Method Statements)

- (A) Hazard identification and risk analysis will be completed and documented in the Project Safety Plan. All work activities identified in the Hazard Risk Identification and Hazard Identification and Risk Assessment Meeting as carrying a high or moderate safety risk shall be addressed in a Safe Work Method Statement.

- (B) A Safe Work Method Statement shall include the following elements:
- A description of the Work.
  - Identification of potential hazards associated with the Work.
  - The actual step by step sequence involved in doing the Work (may reference SOP).
  - The foreseeable hazards for each step listed.
  - The safety controls that will be in place to minimise these hazards.
  - All precautions to be taken to protect health and safety.
  - All health and safety instructions to be given to employees involved with the Work.
  - The names and qualifications of those who will supervise the Work.
  - The names and qualifications of those who will inspect and approve work areas, work methods, protective measures, plant equipment and power tools.
  - Description of what training is to be given to those doing the Work.
  - The names and qualifications of those responsible for training workers in the requirements of the Safe Work Method Statements;
  - Identification of health and safety related standards or codes applicable to the Work, and where these are kept.
  - Identification of the plant and equipment that will most likely be used on the project.
  - Details of inspection and maintenance checks that will or have been carried out on the equipment.
- (C) Some Contract Works may involve activities for which a proven work method or training requirement is required by standards or regulations. These proven work methods shall be included in the Project Safety Plan. These activities may include:
- emergency procedures;
  - electrical work;
  - tool and equipment inspections;
  - safety systems for isolated areas;
  - scaffolding;
  - working at heights;
  - 'hot work' procedures;
  - fire protection;
  - clothing and footwear;
  - power tools;
  - confined spaces;
  - excavations;
  - dust control;
  - dangerous goods, chemicals;
  - disposal; and

- traffic control.

(D) A pro-forma outline for a Safe Work Method Statement is included in clause F7.

(iv) Training

Procedures shall be clearly defined for the following activities:

- The training of management, supervisors and workers.
- OH&S induction training.
- Task training and refresher training.
- Task training necessary to conform to OH&S standards.
- Keeping appropriate records of OH&S training.

The contractor shall be responsible for providing additional training on safety procedures specific to the Works, or for specific groups, such as training being by approved training officers.

The Contractor shall be responsible for arranging and conducting inductions for its employees including the employees of its Subcontractors. Prior to commencing any work on Site each employee shall have successfully completed and be able to produce on request their OHS Construction Induction Certificate.

The Principal may also require any employee to attend further safety induction courses when considered necessary.

(v) Incident Management

The Project Safety Plan shall document who will:

- be available (both during and outside normal working hours) to prevent, prepare for, respond to and recover from incidents;
- ensure that the procedures for contacting the available person(s) are communicated and clearly displayed on Site; and
- ensure that everyone is made aware of accident and emergency procedures and first aid facilities are clearly identified.

(vi) Control of OH&S Issues

(A) General

Procedures shall be clearly defined for the following activities:

- Incidents of non-compliance.
- Non-compliance of materials and substances.
- Elimination of unsafe work practices and areas.
- Disposal of non-conforming materials and substances.
- General site safety procedures.

- Injury management.
- Rehabilitation.

(B) Multiple Sites

The Project Safety Plan shall document how OH&S issues will be managed where the project is conducted at multiple sites including:

- OH&S roles and responsibilities;
- consideration of Site specific OH&S issues and hazards;
- OH&S inspection and review requirements; and
- induction requirements.

(C) Site Safety Rules

The Project Safety Plan shall always include Site Safety Rules. The Site Safety Rules shall apply to the particular Site and to the procedures used on the Site. Site Safety Rules should also be integrated with SCA operating procedures and Permit to Work Certificates.

(D) PPE

The Project Safety Plan shall identify how the Contractor will ensure that appropriate personal protective equipment (PPE) such as safety helmets and safety footwear is worn by all employees, agents and visitors.

(E) Access to the Site

The Project Safety Plan shall identify how the Contractor will make sure that there is only authorised entry to, movement on or exit of persons, vehicles and equipment.

(vii) Contractor OH&S Performance Report

The Contractor shall supply to SCA on a monthly basis, or at such frequency as shall be accepted in the Contractor's Project Safety Plan, a completed copy of a Contractor OH&S Performance Report. This should confirm that reasonable health and safety precautions have been taken. The report shall be as per the Contractor OH&S Performance Report format in clause F8.

(viii) Corrective Action

Procedures shall be clearly defined for the following activities:

- Corrective action reporting.
- Responding to corrective actions.
- Maintenance of records.
- Incident investigation and reporting.

(ix) Handling, Storage, Packaging and Delivery

(A) Procedures should include, but not be limited to:

- methods of unloading/handling heavy equipment;
- damaged labels, ie. danger tags, chemical labels, etc;
- storage facilities;
- packaging and delivery, ie. products that do not provide adequate protection, etc;
- licensing for crane drivers;
- required approvals for equipment.

(B) Work procedures may need to be in place covering any of the following:

- materials handling;
- manual handling;
- the identification, transport, storage and use of hazardous substances;
- compliance with relevant regulations, standards and codes;

(x) Inspection and Testing

Inspection and testing procedures shall relate to the relevant Work being undertaken for the Contract. Inspection and testing procedures may include, but are not limited to, the following:

- Site monitoring.
- Safe Work methods.
- Adherence to safe working rules.
- Incoming materials, products and equipment.
- Access and egress.
- Protective measures.
- Electrical safety.
- Plant and equipment.

(xi) OH&S Records

(A) Records shall be properly maintained, covering management of the following issues and business activities:

- Inspection and test reports.
- Internal audit reports.
- Accident and incident reports.
- OH&S meeting minutes.
- Incident analysis.
- Safety equipment records.
- Material safety data sheets.
- Relevant (Site) training and Site inductions. (Names and signatures of persons who have been inducted to the Site, shall be submitted upon the request of SCA).



- Design reviews.
- Internal OH&S review reports.

(B) The Contractor, upon the request of SCA, shall make records available.

(xii) Design

Where the Contract Work includes a design component, then responsibilities and procedures shall be defined for:

- persons undertaking design review;
- ensuring design complies with OH&S legislation;
- reviewing designs to identify, assess and control OH&S risks; and
- approving design changes.

(xiii) Internal OH&S Review

Where appropriate, procedures shall be defined for:

- conducting regular systematic reviews of OH&S procedures;
- identifying and communicating to appropriate persons any deficiencies found; and
- ensuring that corrective actions are implemented and effective.

## **E2.12 Audit**

The Contractor shall make available, on request, all relevant OH&S records including those of subcontractors and suppliers, for the purpose of audit and surveillance. The Contractor shall provide all reasonable assistance during the audits including attendance by the Contractor.

## **E2.13 Failure To Comply**

If at any time the Contractor has not carried out any part of its obligations under clause E2, then SCA shall not be required to make payments to the Contractor, notwithstanding any other clause of the Contract.

## **E3. ENVIRONMENTAL REQUIREMENTS**

### **E3.1 Noise Specifications**

Equipment supplied and installed may need to provide a quiet working environment for SCA operations personnel and others such as nearby residents. The Contractor shall comply with the Sydney Catchment Authority Corporate Instruction No. 831 - "Noise Control".

### E3.2 Purchasing

- (a) The Contractor shall purchase and use recycled content products where appropriate.
- (b) The Contractor shall submit a progress report to the SCA every one month during the Contract Term and a summary report before Completion regarding the purchase of certain materials with details of the total and recycled content tonnages (the “Purchasing Reports”).
- (c) The Purchasing Reports are to be in the format set out in clause F4.1 below.

### E3.3 Waste Management

- (a) The Contractor shall recycle and divert from landfill surplus soil, rock and other excavated or demolition materials, wherever this is practical.
- (b) The Contractor shall separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics and offer them for recycling where practical.
- (c) The Contractor shall monitor waste tonnage and record their method and location of disposal and whether or not that location was a place that could lawfully be used as a waste facility for the waste.
- (d) The Contractor shall submit to the SCA a progress report every two months and a summary report before Completion regarding the implementation of waste management measures, including the record of waste tonnage and their method and location of disposal (the “Waste Management Report”). All receipts issued by the waste facility need to be supplied to the SCA.
- (e) The Waste Management Reports are to be in the format set out in clause F4.2 below.
- (f) The SCA promotes the use of the recycled paper to protect the environment. The Contractor shall print all documents and reports required by the Authority **on a minimum 50% recycled content paper**. Where it is not practical for the Contractor to use recycled paper for printing of reports and documents, the Contractor 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 the construction of and installed 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.

### **E3.5 Site Requirements**

- (a) Unless directed otherwise by the SCA, the Contractor must ensure that:
  - (i) any door that is unlocked is locked when left;
  - (ii) all windows, external doors and gates are securely fastened and locked after all personnel employed on the Work leave the premises;
  - (iii) all keys given to the Contractor by the SCA are kept securely, are not copied and are returned to the SCA when asked.
  - (iv) If a key given to the Contractor by the SCA is lost, the Contractor shall immediately inform the SCA.
- (b) The SCA may supply electricity and water for the WUC however, the Contractor must ensure that the use of these services is not more than is reasonably necessary to carry out the WUC and that all electric lights, power points and water taps are turned off immediately after use. The Contractor must ensure that its employees do not use telephones or other equipment on SCA's premises without the consent of the SCA.

### **E3.6 Complying with Environmental Laws**

- (a) The Contractor must become aware of liabilities and responsibilities applying to the Contractor and/or SCA under environmental laws. The Contractor must also become aware of any requirements of SCA's Operating Licence Environment Plan and environmental policies relevant to this Contract. In particular the Contractor must become aware of and comply with the requirements of the NSW Protection of the Environment Operations Act, 1997.
- (b) The Contractor must ensure that the operation of equipment or other activities required under this Contract are carried out in a manner, which satisfies these laws, regulations and SCA's environmental requirements. If the Contractor fails to do so, the Contractor will be responsible for any resulting costs and/or penalties.

### **E3.7 Environmental Impact Assessment**

- (a) The Contractor must ensure that any Environmental Impact Assessment (Review of Environmental Factors, Statement of Environmental Effects or Environmental Impact Statement) undertaken for the activities required under this Contract adequately represents the work that the Contractor will actually perform under this Contract. The Contractor must notify SCA if the Contractor proposes work practices, use of equipment or other activities, which are different to those described in the Environmental Impact Assessment. The Contractor must provide SCA with all information necessary to determine whether additional environmental impact assessment is required as a result of the differences identified. Ready Reckoner checklist is attached.

### **E3.8 Environment Management Plan**

- (a) At least 7 calendar days before commencement of the Work, the Contractor shall provide to SCA a written explanation ("Environmental Management Plan") of how the Contractor will carry out the Work in a manner which will protect the environment. The Contractor's Environmental Management Plan shall demonstrate to the reasonable satisfaction of SCA that the Contractor has carried out an adequate risk assessment, developed and implemented appropriate controls to protect the environment. The "reasonable satisfaction of SCA's Representative" shall not be construed to mean that the Contractor's Environmental Management Plan is automatically adequate to protect the environment. The responsibility for such adequacy always remains with the Contractor.
- (b) The Contractor shall implement the Environmental Management Plan and shall take appropriate measures to ensure the Plan is kept relevant to the carrying out of the work under the Contract.

### **E3.9 Changing the Environment Management Plan**

- (a) The Contractor may make changes to the Environment Management Plan at any time, however the Contractor must ensure that any changes are agreed in writing by SCA before they are implemented.
- (b) The Contractor is required to immediately change an existing Environment Management Plan if:
  - (i) there are changes in environmental laws, regulations or SCA's environmental policies/requirements during the course of the Contract;
  - (ii) the Environment Management Plan does not adequately reflect the environmental management requirements of this Contract;
  - (iii) the procedures/plan do/does not reflect the Contractor's actual working practices;
  - (iv) the Contractor alters or reschedules the work undertaken within the Contract.

### **E3.10 Non Conforming Work Practices**

- (a) The Contractor is required to immediately stop any work practices that do not meet the requirements of the Environment Management Plan, and to rectify any non-conforming Works.
- (b) Work practices which could result in a violation of SCA's environmental responsibilities or requirements, are to be considered as non-conformances.
- (c) The Contractor must record all non-conformances detected and notify SCA as soon as possible. A written report must be submitted to SCA within one working day of detecting the non-conformance.

### **E3.11 Contractor's Environmental Representative**

- (a) The Contractor shall nominate a person from the Contractor's own management to be responsible for ensuring that environmental management for the Contract meets the requirements of this specification.

### **E3.12 Records**

The Contractor is to ensure that all records related to the implementation of the Environment Management Procedures/Policies are stored and maintained in such a way that they are not subject to deterioration, damage or loss and can be easily retrieved for supply to SCA for up to 7 years from the date of Completion of the Contract.

### **E3.13 Induction and Training**

- (a) The Contractor shall ensure that all employees undertaking on-Site Works for this Contract are aware of the environment management procedures required by this Contract. The Contractor shall assign specific tasks related to environmental management required by the Contract only to personnel who are qualified to perform them.

### **E3.14 Subcontracting**

The Contractor must specify the environmental management requirements of this Contract in all sub-contract agreements. Sub-contractors shall be required to comply with the environment management procedures/plan in accordance with the requirements of this Contract.

## **E4. QUALITY ASSURANCE**

### **E4.1 General**

The Contractor shall comply with all requirements of this Technical Specification and either of the following Quality Management Systems appropriate to the Contract: AS/NZS ISO 9001, 9002 and 9003 pertaining to Quality Assurance.

### **E4.2 Quality System**

- (a) The Contractor shall plan, establish, document and maintain a quality system which conforms with the requirements of the Contract and shall provide SCA with access to the Contractor's and subcontractors' quality systems for monitoring and quality auditing. Quality systems proposed by the Contractor and subcontractors shall be used as an aid to achieve compliance with the requirements of the Contract and to document such compliance.
- (b) If the Contractor discovers material or work, which is not in accordance with the Contract, the Contractor shall promptly initiate the non-conformance procedure required by the quality system. If the Contractor proposes a disposition of any nonconforming materials or work which is at variance with the requirements of the Contract, the proposal shall be submitted in writing to SCA whose decision on the proposal shall be obtained in writing before the nonconforming material or work is covered up or incorporated into the Works, or is the subject of any other disposition.

### E4.3 Quality Manual

The Contractor shall conform with the policies stated in the Company Quality Manual submitted with the Contractor's tender.

### E4.4 Quality Plans

Within three weeks of the Commencement Date the Contractor shall submit to SCA for verification a Quality Plan specific to the Contract. The Quality Plan shall conform to the requirements of AS/NZS ISO 9004.1 - Clause 5.3.3.

### E4.5 Inspection and Test Plans

- (a) Inspection and testing shall be carried out by the Contractor in accordance with the Inspection and Test Plans (ITP) submitted to and reviewed by SCA, if specified as part of the Work.
- (b) Within two weeks from the Commencement Date the Contractor shall forward to SCA ITPs appropriate to the supply of Works for review.
- (c) The Contractor shall provide set procedures to all subcontractors employed to perform Works under the Contract. The procedures shall include verification by the Contractor of all subcontract work performed. The verification shall include appropriate completed checklists by the subcontractor.
- (d) The Contractor shall prepare project specific ITPs in accordance with AS/NZS 3905.2: 1997 clauses 4.9 and 4.10. Where applicable the ITPs shall include observations, measurements and tests and incorporate all necessary Hold, Witness and Verification points as required by the Technical Specification.
- (e) Prior to presenting ITPs to SCA for witness and/or hold points, the Contractor shall verify the Works covered by the ITP against the acceptance criteria. Verification data are to be included with ITPs presented for the Work in progress.
- (f) Where work presented on the ITP does not satisfy the acceptance criteria, the departure from the acceptance criteria shall be registered on the ITP and a non-conformance report raised by the Contractor for that work.
- (g) The Inspection and Test Plans shall comply with the following Hold and Witness Points:

Hold/Witness Point	Requirement
Hold	Submit Environmental Management Plan.
Witness	Submit evidence of environmental induction.
Hold	Submit Safety Management Plan and Safe Work Method Statements.
Witness	Submit OH&S records on request.
Witness	Submit Quality Plan.

Witness	Submit ITPs.
Witness	Submit Quality Records.
Witness	Submit Maintenance Program.
Witness	Submit names and procedures for 24 hour contact with persons nominated for Incident Management.

- (h) SCA shall be entitled to order additional testing over and above those specified in the ITPs.

#### **E4.6 Quality Tests**

- (a) The Contractor shall be responsible for the quality of all products, processes and services under the Contract, and shall provide all test facilities and perform demonstrative conformance of all products, processes and services to the technical requirements of the Contract.
- (b) Unless otherwise agreed by the Contractor and SCA, all laboratory tests undertaken by the Contractor, shall be performed by laboratories currently registered with the National Association of Testing Authorities (NATA) or equivalent authority recognised by JAS-ANZ.

#### **E4.7 Quality Audits**

- (a) SCA may nominate selected times at which Quality Compliance Audits may be conducted within the Contract Term.
- (b) Upon request, SCA shall be given access in conjunction with or through the Contractor, to carry out Quality Audits, Quality Monitoring, Assessment or Reviews, to ascertain the effectiveness of the Quality System put in place by the Contractor and its subcontractors.
- (c) SCA shall be entitled to carry out the second or third party audits of the Contractor's and subcontractors' Quality System by:
- (i) Review of the Contractor's conformance to the Quality Plan;
  - (ii) Review and verification of the Contractor's Quality Procedures and Work Instructions and documentary evidence of compliance with the technical requirements of the Contract.

#### **E4.8 Traceability**

The Contractor shall establish and maintain documented procedures for unique identification of individual products or batches as appropriate. This traceability shall include but not be limited to:

- (a) the source(s) of material and equipment used;
- (b) instructions, equipment (processing, inspection, measuring and testing equipment) and personnel utilised for performing activities essential in

meeting the specified customer needs, throughout the provision of services as required by the Contract.

#### **E4.9 Quality Records**

- (a) Quality records shall be stored and maintained such that they are readily retrievable in facilities that provide a suitable environment to minimise deterioration or damage, and to prevent loss. Quality records shall be available for evaluation by SCA during the period of the Contract and shall include all pertinent subcontractor or secondary consultant records.
- (b) Quality records shall be retained by the Contractor for a minimum period of seven years from the Date of Completion.
- (c) The Contractor shall maintain records in two categories:
  - (i) Test Records - which shall comprise all working sheets associated with testing in accordance with the Inspection and Test Plan(s);
  - (ii) Project Quality Records - which shall include, but not be limited to, contract specifications, site meeting minutes, technical reviews, minutes of meetings between SCA and Contractor, and where necessary with Subcontractors or secondary Consultants, and other documentation relevant to the provision of Works required by the Contract.
- (d) The Contractor shall submit to SCA quality reports as evidence that the Work has complied with the specified Quality requirements. These reports shall include summaries of inspection and test results, and shall be submitted within 24 hours if unsatisfactory, and seven days if satisfactory.
- (e) Within 4 weeks from the Date of Completion the Contractor shall make available a register of all quality records held. The Contractor shall supply copies of all quality records or parts thereof as required by SCA.
- (f) Should the Contractor fail to comply with the provisions of this sub-clause, notwithstanding the provisions of clause C7 of the General Condition of Contract, SCA may withhold the issue of the payment next due and any subsequent payments, until such time as the Contractor complies with the provisions of this sub-clause.

#### **E4.10 Inspection**

- (a) SCA shall be given access in conjunction with or through the Contractor to all laboratories and other facilities used for quality control tests to verify that specified requirements are being met.
- (b) The Contractor shall make suitable arrangements to notify SCA when a Hold, Witness or Verification Point will be reached so that SCA can review and/or witness if required any work process or test being undertaken by the Contractor.



- (c) SCA shall have the right to carry out at Hold, Witness or Verification Points inspections or tests to verify that the Contractor is implementing and maintaining the Quality System in accordance with the Contract documents.

## **E5. ADDITIONAL WORKS REQUIREMENTS**

### **E5.1 Construction Program**

- (a) The Construction Program shall include:
  - (i) the duration and sequence of, and the inter-relationships between, the planned events and activities which comprise WUC;
  - (ii) a project calendar clearly denoting which days are work days (allowing for restrictions on working time and contingencies for which the Contractor is responsible under the terms of the Contract. This would include but not be limited to weekends, holidays, Christmas close-down, union designated and other days off and manufacture and trade delays).
  - (iii) the sequence of activities for the Works;
  - (iv) any constraints outside the Contractor's control which affect the timing of activities and events;
  - (v) mobilisation to Site;
  - (vi) appointment of subcontractors and their construction program;
  - (vii) the preparation of and approval process for all calculations, designs and documents required;
  - (viii) the time allowed for testing and commissioning of major items of plant or equipment;
  - (ix) the estimated plant and manpower resources and projected productivity rates for each activity;
  - (x) the estimated Contract value of WUC to be done each calendar month throughout the currency of the Contract;
  - (xi) the differences or divergences from the tender program;
  - (xii) any further requirements stipulated by the Contract or required by the SCA.

### **E5.2 Traffic Control**

Not Used.

### **E5.3 Australian Standards Mark**

- (a) When any manufactured product, required by the Specification to comply with an Australian Standard is offered as complying with that Standard by virtue of being marked "Approved to Australian Standards" under a licensing

scheme of the Standards Association of Australia, then SCA, before accepting the product, may require some or all of the tests set out in the Australian Standards to be done and passed and may require inspection of manufacture by a representative of the SCA.

- (b) Acceptance by SCA of any item shall not be deemed to be a waiver of any provision of the Specification that the product meets requirements other than those of the Australian Standards or any other requirement of the Specification.
- (c) Before acceptance, SCA may require from the Contractor a written declaration satisfactory to SCA that the product was manufactured during the currency of the relevant licence of the Standards Association of Australia.

#### **E5.4 Working Hours**

Unless the Contract otherwise provides, the span of working hours shall be nine hours per day worked between 7:00 a.m. and 6:00 p.m. and the working days shall be Monday to Friday inclusive, but exclusive of public holidays.

#### **E5.5 Customer Complaints**

- (a) SCA has a Customer Complaint Resolution Policy to address complaints and enquiries from customers. The procedures for this policy are applicable to all personnel, including external Contractors engaged by SCA.
- (b) SCA will make available to the Contractor a number of Customer Assistance Cards upon request. The Contractor shall provide a Customer Assistance Card to any SCA customer, member of the public or affected party who complains to the Contractor or who enquires about any SCA activity or associated work under this Contract.
- (c) The Contractor shall advise SCA of the occurrence and nature of any such complaint or enquiry within one week of the occurrence.

### **E6. SPATIAL DATA REQUIREMENTS**

Not Used

**E7. INCIDENT MANAGEMENT**

- (a) The Contractor shall manage all incidents in a manner, which conforms with the requirements of relevant legislation and minimises the adverse effects of the incidents.
- (b) The Contractor shall, before commencing any Work under the Contract, provide to SCA, and obtain its approval of, an Incident Management Plan, which shall deal with issues including:
  - (i) a clear statement of accountabilities;
  - (ii) identification and analysis of the risks;
  - (iii) prevention of incidents;
  - (iv) preparedness for incidents;
  - (v) declaration of incidents;
  - (vi) early notification of incidents;
  - (vii) response to and recovery from incidents;
  - (viii) current contact directories including the names and procedures for 24 hour contact with persons nominated by the Contractor to prevent, prepare for, respond to and recover from incidents. The Contractor shall advise SCA immediately of any changes in the names of persons so nominated.
- (c) The Contractor's Site Incident Manager shall notify each incident to SCA immediately it occurs and manage the incident, unless SCA's Incident Manager takes over the role of Site Incident Manager from the Contractor for that incident. In that event the Contractor shall continue to provide necessary support and assistance to SCA's Incident Manager in managing the Incident.
- (d) "Incidents" shall include, but are not limited to, those events causing or with the potential to cause a threat to or impact upon:
  - (i) the life, health and safety of any persons;
  - (ii) the environment;
  - (iii) public or private property;
  - (iv) interruption to availability and/or quality of services to SCA customers;
  - (v) SCA property or systems;
  - (vi) SCA businesses operations including infrastructure, staffing, major suppliers;
  - (vii) community infrastructure including electricity, gas, telephone, rail, road, footpaths;

- (viii) prosecution or fines by a regulatory authority;
  - (ix) requirements for urgent action under legislation;
  - (x) the reputation and/or public image of SCA; and
  - (xi) customer expectations (service quality, quantity, duration, damage, social inconvenience).
- (e) “Incidents” shall also include an anticipated imminent incident arising from a flood, fire and/or weather warning, terrorist threat, industrial action, potential electrical failure, etc.
- (f) The Contractor shall manage all incidents in a manner, which conforms with the requirements of relevant legislation, and SCA’s Incident Management Procedures to minimise the adverse effects of each incidents.

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

## Item

1. Date for Completion: 15 June 2009  
(clause C1.1(b)(iv))
  
2. Commencement Date (clause C1.1(b)(iii)) 15 March 2009
  
3. Defects Liability Period: 12 months from the Date of Completion  
(clause C1.1(b)(xv))
  
4. Subcontract Work: All  
Trades or areas of work requiring Subcontractor's Warranty  
(clause C1.7(g))
  
5. Time by which Contractor must provide a construction program: With the Tender  
(clause C3.7)
  
6. Liquidated Damages  
(clause C6.4)
  - a) Rate: \$4,000 per day
  - b) Limit: \$200,000

## F2. HAZARD RISK IDENTIFICATION

Hazards identified in this checklist should be taken into consideration by the Contractor in the development of a Safe Work Method Statement.

This document is not intended to be a comprehensive or exhaustive survey of the Work. Tenderers should not rely solely on the information contained herein and should undertake independent assessment of the hazards and risks associated with the Work.

### **PART 1: Generic Hazards Associated with the Work**

The purpose of this list is to notify tenderers (and the Contractor) of general hazards associated with the Work, including the Site(s) on which the Work is to be carried out.

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

**PART 2: Site Specific Hazards associated with the Services (if applicable)**

The purpose of this section is to notify Tenderers of site-specific 'special' hazards ie. hazards particular to the SCA physical and operating environment, which require controls to be put in place.

CATEGORY A: 'Special' hazards, which require the Service Provider to put in place controls, or to check or participate in SCA controls, include:

- Working in Confined Space
- Access and Egress to the work place
- Atmosphere monitoring and forced ventilation

CATEGORY B: 'Special' hazards, which are fully under SCA control, and are notified to potential Tenderers for their information, include:

- Isolation of pipeline
- entering into conduits of the dams and pipeline, for the purpose of carrying out internal inspections, repairs and/or maintenance;
- entering into de-watered upstream sections of the reservoir (eg. behind radial gates/drum gates at Warragamba Dam) for the purpose of carrying out repairs, maintenance and/or inspections; and

### **Part 3: Hazards to be addressed by the Tenderers in their Hazard Control Plan**

The purpose of this form is to inform Tenderers of the key hazards that they are required to specifically address in their Hazard Control Plan which they are required to submit with their Tender documentation. The hazards listed below have been identified in Part 1 and/or Part 2 of this Client Hazard Identification Form. Tenderers shall also identify any additional significant hazards that they believe are associated with the contract works that may not have been identified in the Client's Hazard Identification. Tenderers shall address these additional hazards in their Hazard Control Plan.

<b>Task/Activity</b>	<b>Hazards</b>
Access to Pipeline	Confined Space Entry/Egress
Removal of lining	Noise and Atmospheric conditions
Grit Blasting Internal Lining	Dust and airborne grit
Welding	Welding Flash and Fumes
Application of lining	Paint spray and Atmosphere

### **F3. SITE REQUIREMENTS FOR CONTRACTORS**

Under the Occupational Health and Safety Act 2000 and the Protection of the Environment and Operations Act 1997, while the Contractor has primary responsibility for ensuring the health and safety of the Contractor's employees, SCA may be responsible for the actions of contractors performing work on its premises. The Contractor and any of the Contractor's employees and sub-contractors are expected to abide by the following minimum requirements:

- (a) The Contractor must report to the designated SCA supervisor prior to commencement, and on completion, of the Work.
- (b) The Contractor must give reasonable prior notice to the designated SCA supervisor of who will be on Site, at what times, doing what Work (see specific details below).
- (c) The Contractor must keep a current daily attendance register of persons working on Site.
- (d) The Contractor 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 Contractor must ensure that all personnel engaged by it in connection with the Works are appropriately qualified, licensed, competent and experienced in the provision of the type of Works required by SCA.



- (e) The Contractor must carry out all work in accordance with the Occupational Health and Safety Act 2000, associated Regulations and standards and any other relevant Guidelines or Codes of Practice as amended from time to time.
- (f) The Contractor must, on request, produce evidence of satisfactory insurance cover for Workers Compensation, Third Party Property Damage, Industrial Special Risks/Works, Comprehensive Motor Vehicle, Motor Vehicle CTP as appropriate.
- (g) The Contractor 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 Contractor must not, without the prior approval of the designated SCA supervisor, bring onto SCA premises any dangerous goods. (Approval will only be given on the understanding that all dangerous goods will be transported, handled and stored in the accordance with the Dangerous Goods Act 1975, the Australian Dangerous Goods Code and any relevant Australian Standards).
- (i) The Contractor 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 Contractor must not allow any contaminated water or other trade waste to enter stormwater drains, sewerage lines or watercourses.
- (k) The Contractor must report immediately to the designated SCA supervisor any accident, hazard, leak, spill or fire.
- (l) The Contractor must establish and maintain a mechanism for its employees to regularly discuss and resolve OH&S problems and to relay this information to SCA Site management and OH&S representatives.
- (m) The Contractor will be responsible for the good and proper conduct of its personnel while on SCA premises. The Contractor must maintain good order and discipline amongst its personnel particularly while on SCA premises and must not employ in connection with the Works anyone not skilled in the task assigned.
- (n) The Contractor will ensure that no personnel under the influence of alcohol or drugs are permitted on SCA premises. The Contractor shall ensure that no alcoholic liquor or alcoholic beverage or illegal drugs are brought onto or consumed while on SCA premises by the Contractor's personnel in the course of performing the Works. 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 Contractor will ensure that all its personnel while on SCA premises carry and display an identity card provided by the Contractor. The Contractor must instruct all its personnel to wear and present their identity cards, upon request, to the SCA personnel at Site.

- (p) Works locations have First Aid kits (and in some cases rooms) stocked and attended as per the Occupational Health and Safety Regulation 2001. 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) Works locations have specific OH&S requirements which must be adhered to at all times. In particular the Contractor should be familiar with the following SCA policies and procedures:

**Personal Protective Equipment - Manual Handling - Protection for Outdoor Works - Hazardous Substances - Site Traffic Management - Site Emergency Procedures - First Aid- Environmental Policy**

- (r) In addition, the Contractor must comply with any other OH&S instructions given by the designated SCA supervisor.
- (s) In completion of the Works, the Contractor must report to the designated SCA supervisor to have the Site inspected to confirm the Contractor has restored the Site to the satisfaction of SCA.
- (t) Failure to comply with any of the above may result in SCA directing the Contractor to cease work or remove employees from the Site.
- (u) Whilst working on Site the Contractor's primary responsibility at all times is the safety of its personnel and SCA staff. All decisions regarding the Works must take into account this primary responsibility.
- (v) The Contractor 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 Contractor 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 Contractor must provide a copy of these requirements to all of its personnel prior to commencement of the Works.
- (y) Where the Works are carried out over more than one (1) day, the Contractor must at the conclusion of work each day secure the Works in a safe manner and such that the Works are protected.

#### F4. PURCHASING AND WASTE MANAGEMENT REPORTS

As required by Part E – Technical Specification the Contractor shall submit Purchasing Report(s) and Waste Management Report(s) in the format specified below. This shall be used by the SCA for reporting to EPA.

Refer to the tables on the following page for definitions of purchasing and waste materials and density conversion factors.

##### F4.1 Purchasing Report

Material	Total Quantity purchased		Quantity purchased with recycled content		Comments (if applicable)
Landscaping materials		tonnes		tonnes	
Concrete		tonnes		tonnes	
Timber		tonnes		tonnes	
Sand		tonnes		tonnes	
Other categories		tonnes		tonnes	

##### F4.2 Waste Management Report

Material	Total Quantity generated		Total Quantity recycled		Comments (if applicable)
Vegetation waste		tonnes		tonnes	
Concrete		tonnes		tonnes	
Timber		tonnes		tonnes	
Bricks and roof tiles		tonnes		tonnes	
Mixed waste		tonnes		tonnes	
Other categories		tonnes		tonnes	

Name of Contractor: .....

Address: .....

Signed for the Contractor by: .....

In the Office Bearer Capacity of: .....

DSJKJC VB/BG/VG/G/ NJJHDate:

### F4.3 Definitions of Purchasing and Waste Materials

The following definitions are applicable to the Contractor's completion of the tables set out in clauses F4.1 and F4.2 above:

Material	Description
<b>Landscaping materials</b>	Bark, chips, soil amenders, soil mixes, mulches, compost
<b>Vegetation waste</b>	Vegetation materials such as leaves, grass branches, logs or have been processed eg chipped, mulched or composted. Note: this category does not include green or putrescible waste such as food scraps
<b>Concrete</b>	Mixture of cement, sand and aggregates (or substitutes eg. fly ash)
<b>Timber</b>	Wood materials used for formwork or other construction purposes
<b>Sand</b>	Very fine hard aggregate between 75m and 4.25 mm in size. Meets Australian Standard specification
<b>Bricks and roof tiles</b>	Clay bricks and roof tiles mixed together. This can include small amounts of concrete or plaster render
<b>Mixed waste</b>	Mixed waste of which no one material comprises 50% or more of the load

### F4.4 Density Conversion Factors

#### (a) Landscaping materials

Material	Tonnes per cubic metre (t/m <sup>3</sup> )
<b>Soil mixes/amenders</b>	<b>1.1 – 1.3</b>
<b>Mulch and bark chips</b>	<b>0.2 – 0.4</b>
<b>Fill and aggregates</b>	<b>1.1 – 1.3</b>
<b>Soil conditioners/ composted organics</b>	<b>0.6 – 1.0</b>

#### (b) Construction and Demolition Materials

Material	Purchasing Tonnes per cubic metre	Waste* Tonnes per cubic metre	Comments
<b>Concrete</b>	<b>2.3</b>	<b>1.1</b>	May vary depending on type of concrete
<b>Timber</b>	<b>1.6</b>	<b>1.1</b>	Purchasing figure based on palletised, kiln-cured pine.
<b>Sand</b>	<b>1.5</b>	<b>1.5</b>	See note below
<b>Landscaping materials / waste</b>	<b>1.0</b>	<b>1.0</b>	May vary depending on type of material and water density. See table 3 for additional specific products
<b>Bricks and roof tiles</b>	<b>Na</b>	<b>1.3</b>	See note below
<b>Mixed waste</b>	<b>Na</b>	<b>1.0</b>	May vary considerably depending on composition

**F5. SUBCONTRACTOR'S WARRANTY**

Refer to clause C1.7(g)

Deed dated .....

**between:**

Subcontractor or .....  
 Supplier .....  
 (Subcontractor) ABN: .....

**and:**

The Sydney Catchment Authority ('SCA')

**concerning:**

Contract the agreement dated ..... between  
 the SCA and

Contractor .....  
 ABN: .....

Contract Number: .....

Works the works to be constructed by the Contractor, as described in the  
 Contract.

Subcontract Work or .....  
 Products .....  
 .....  
 .....

Warranty Period ..... from the Actual Completion Date of the  
 whole of the Works.

Other words and phrases in this deed have the meanings given in  
 the Contract.

In this deed, the term Subcontractor includes Supplier. The terms  
 Subcontractor, Contractor and SCA include their successors and  
 permitted assignees.

**Background**

- A** The Contractor has entered into the Contract with the SCA for the Works.
- B** The Subcontractor has entered into an agreement with the Contractor for a portion of the Works.
- C** In return for the SCA allowing the subcontract works or products to

be used in the Works, the Subcontractor agrees to give the warranties, indemnities and other promises in this deed. The obligations created by this deed are in addition to the obligations of the Subcontractor to the Contractor and do not affect any other rights or remedies available to the SCA against the Contractor or the Subcontractor.

### Terms of deed

- |                                     |   |
|-------------------------------------|---|
| <b>1 Warranty</b>                   | <p>.1 The Subcontractor warrants that all work performed and all materials supplied by the Subcontractor as part of the Subcontract Work or Products will:</p> <ul style="list-style-type: none"> <li>a) comply in all respects with the requirements of the Contract;</li> <li>b) comply with the applicable industry standards, including (without limitation) the Building Code of Australia and any applicable Australian Standards, to the extent that the quality of materials or standard of workmanship is not specified in the Contract; and</li> <li>c) be fit for the purposes for which they are required.</li> </ul> <p>.2 The Subcontractor warrants that it will use reasonable care and skill in performing all work associated with the Subcontract Work or Products.</p>  |
| <b>2 Replacement or making good</b> | <p>.1 The Subcontractor promises to replace or make good, to the reasonable satisfaction of the SCA, any of the Subcontract Work or Products which, within the Warranty Period, are found to:</p> <ul style="list-style-type: none"> <li>a) be of a lower standard or quality than referred to in clause 1 of this deed; or</li> <li>b) have deteriorated to such an extent that they are no longer fit for the purposes for which they were required.</li> </ul> <p>.2 Nothing in this clause 2 affects the Subcontractor's liability until any limitation period under the statute expires.</p> <p>.3 The liability of the Subcontractor under this clause is reduced to the extent that deterioration is caused by:</p> <ul style="list-style-type: none"> <li>a) mishandling, damage before installation, or incorrect installation, in each case caused by others;</li> <li>b) normal wear and tear;</li> <li>c) incorrect operational procedures or maintenance, in each case not attributable to the Subcontractor; or</li> <li>d) any other cause beyond the control of the Subcontractor.</li> </ul> |
| <b>3 Costs</b>                      | <p>.1 The Subcontractor promises to:</p> <ul style="list-style-type: none"> <li>a) meet the reasonable cost of any work necessary to any part of the Works to enable the requirements of clause 2 of this deed to be carried out; or</li> <li>b) resort or make good the Works after carrying out those requirements, whichever the SCA requires.</li> </ul>  |
| <b>4 Indemnity</b>                  | <p>The Subcontractor indemnifies the SCA against loss or damage arising out of breach by the Subcontractor of clauses 1 or 2 of this deed.</p>  |

- 5 Notice of Defects** The SCA may notify the Subcontractor in writing if it considers there has been any breach of any provision of this deed.
- 6 Time to remedy** The Subcontractor must do everything to remedy the breaches notified to it under clause 5 of this deed within a reasonable time after the SCA's notice.
- 7 Failure to remedy** If the Subcontractor fails to carry out and complete the work specified in the SCA's notice under clause 5 of this deed within a period determined by the SCA to be reasonable in the circumstances, the SCA may give written notice to the Subcontractor of a date on which the SCA intends to have the work carried out by others. This notice must allow a reasonable period for the Subcontractor to respond.
- If the Subcontractor fails to complete the work by the date specified, or another date agreed by the parties, the SCA may have the work carried out by others and the Subcontractor indemnifies the SCA for the reasonable costs and expenses of doing so.
- 8 Urgent action by SCA**
- .1 The SCA may take any urgent action necessary to protect the Works, other property or people as a result of a breach of clause 1 of this deed.
  - .2 The Subcontractor agrees that the SCA taking such action does not affect any obligation of the Subcontractor under this deed.
  - .3 The Subcontractor indemnifies the SCA for the reasonable costs and expenses of that action.
- 9 Assignment** The SCA may assign the benefit of this deed to the owner or operating authority of the Works and must give notice of that assignment to the Subcontractor.

**Executed as a deed**

The common seal of the Subcontractor was affixed in accordance with its Articles of Association in the presence of:

Signature of Authorised Person

---

Name

---

Signature of Authorised Person

---

Name

---

*Or (if the Subcontractor is not a corporation)*

Signed, sealed and delivered on behalf of the Subcontractor by:

Signature of Authorised Person

---

Name

---

and witnessed by:

Signature of Witness

---

Name

---

Signed, sealed and delivered on behalf of the SCA by:

Signature of Authorised Person

---

Name

---

and witnessed by:

Signature of Witness

---

Name

---



## **F6. SCA GROUP PROCEDURES/INSTRUCTIONS**

SCA Permit to Work

SCA HIDRAC Procedure

SCA Safe Entry to Confined Spaces

**F7. WORK METHOD STATEMENT PRO FORMA**

<b>Safe Work Method Statement (Part 1)</b>		<b>Signed off:</b> _____
<b>Contractor:</b>		<b>Date:</b> _____ <b>No:</b> _____
<b>Project:</b>		<b>Accepted:</b> Yes/No
<b>Job:</b>		<b>Area:</b>
<b>Procedure (in steps):</b>	<b>Possible Hazards:</b>	<b>Safety Controls:</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

<b>Safe Work Method Statement (Part 2)</b>		
<b>Personal Qualifications and Experience:</b>	<b>Personnel, Duties and Responsibilities:</b>	<b>Training Required to Complete Work:</b>
<b>Engineering Details/Certificates/Workcover Approvals:</b>		<b>Codes of Practice, Legislation:</b>
<b>Plant/Equipment:</b>		<b>Maintenance Checks:</b>
<b>Read &amp; Signed by All Employees on Site:</b>		

Ref: NSW WorkCover – Guidelines for writing Safe Work Method Statements in plain English

**F8. CONTRACTOR OH&S PERFORMANCE REPORT**

<b>Contractor Self Assessment OH&amp;S Performance Report</b>						
Contract Name: Contract No.: Contractor:				Report for the month of: Prepared by: Date:		
<b>Performance Indicators</b>						
Indicator	Current Month	Mthly. Average	Total			
Number of lost time injuries						
Working days lost due to injury						
No.of hazard inspections conducted						
<b>Status of Injured Personnel and Property Damage</b>						
Name/Item	Injury/Damage	Date of Incident	Days Lost		Return to Work	
			Current Month	Total	Forecast	Actual
<b>OH&amp;S Corrective Actions</b>						
Nature of Corrective Action	Risk Class	Status		Comments		
		Open	Closed			
<b>Outcomes of OH&amp;S audits/inspections</b>						
Comments/Outcomes:						
<b>Comments on OH&amp;S Performance</b>						
Contractor's Rep _____ Signed _____ Date _____						
<b>Notes by SCA Representative:</b>						

**F9. 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 Works during that month including specific reporting on the progress of software development (if necessary by numbers of lines of code).
- (b) The status of the Works by reference to the Construction Program.
- (c) Any proposed revision to the Construction program.
- (d) Any event of importance.
- (e) Information on delays.
- (f) Progress payments claimed to date.
- (g) Progress payments due in the next month.

**F10. DRAWINGS**

- (a) The area of work – Drawing No. T75-7-4015
- (b) The air chambers and connecting pipe - Drawing No. T75-7-4017.

**F11. DIRECTION TO KANGAROO POWER STATION****Travelling South on the Nowra Road from Moss Vale.**

Proceed down Barrengarry Mountain into Kangaroo Valley. Continue south on the Moss Vale Nowra Road to the 60 KPH sign at the northern end of the Kangaroo Valley Village. 100 metres past the 60 KPH sign turn west into Bendeela Road. Follow Bendeela Road for 4 kilometres and the Kangaroo Valley Power Station will be on the right and the Bendeela Pondage on the left. Park outside the security fence and press the communication buzzer next to the main gate for admittance.

**Travelling North on the Nowra Road from Nowra.**

Proceed down Cambewarra Mountain into Kangaroo Valley and travel through the Kangaroo Valley Village on the Moss Vale Nowra Road. Turn west into Bendeela Road 100 metres before the 80 KPH sign at the northern end of the village. Follow Bendeela Road for 4 kilometres and the Kangaroo Valley Power Station will be on the right and the Bendeela Pondage on the left. Park outside the security fence and press the communication buzzer next to the main gate for admittance.