

**INVITATION TO TENDER****TENDER NO. T02801321****in respect of****KATOOMBA SPECIAL AREA FENCING**

Contract Officer: Raj Rajendran

Facsimile No.: 02 4725 2596

Email Address: raj.rajendran@sca.nsw.gov.au

Closing Date and Time: **10.00AM Wednesday 24/3/2010**

Place for Lodgement: **Either**
through the NSW Government
eTendering web site www.tenders.nsw.gov.au/sca

or
lodgement to

Tender Box
Sydney Catchment Authority
Level 4, 2-6 Station Street
PENRITH NSW 2750

Mandatory Tender Briefing: 10.00AM Friday 12/3/2010
Middle Cascade Dam, Katoomba

Directions to SCA Office, Middle Cascade Dam:

Turn in to Albion St off the Great Western Highway in Katoomba. Immediately turn left in to Cooper St then right to Mort St. A few kms along Mort St turn in to the main gates on your left, the entrance to Cascade Dams and the Water Filtration Plant. Turn right **immediately** after entering the gate and follow the sealed road down to the SCA Office which is located right opposite the Middle Cascade Dam.

Tender Document Cost: \$110.00 including GST (if hard copy is required)

TABLE OF CONTENTS

PART A - CONDITIONS OF TENDER.....	6
A1. THE TENDER	6
A2. ASSESSMENT OF TENDERS	9
PART B - SCHEDULES	11
B1. TENDER FORM.....	11
B2. PAYMENT SCHEDULE.....	13
B2.1 Contract Fee.....	13
B2.2 Not Used.....	14
B2.3 Anticipated Payment Claims	14
B2.4 Hourly Rates for Variations	15
B3. NON COMPLIANCE AND QUALIFICATIONS.....	16
B4. INFORMATION REGARDING TENDERER'S ORGANISATION.....	17
B4.1 Business Information.....	17
B4.2 Financial Information	17
B4.3 Relevant Experience	18
B5. IMPLEMENTATION SCHEDULE	19
B5.1 Works Program.....	19
B6. OHS&R	20
B7. HAZARD CONTROL PLAN.....	21
B8. ENVIRONMENTAL INFORMATION	22
B8.1 Environmental Details.....	22
B9. PERSONNEL.....	23
B9.1 Experience	23
B10. CONFLICTS OF INTEREST AND FAIR DEALING.....	24
B11. SUBCONTRACTORS	26
B11.1 Details of Subcontractors.....	26
B11.2 Details of Subcontractor's Experience	27
B11.3 Details of Subcontractor's Experience	28
B12. INSURANCE.....	29

B13. ADDITIONAL INFORMATION	30
PART C - GENERAL CONDITIONS OF CONTRACT.....	31
C1. CONTRACT INSTRUCTIONS.....	31
C1.1 Definitions	31
C1.2 Construction of Contract.....	32
C1.3 Joint and Several Liability	32
C1.4 Relationship	32
C1.5 Service of Notices	33
C1.6 Assignment	33
C1.7 Subcontracting	33
C1.8 Novation	33
C1.9 Waiver	33
C1.10 Order of Precedence	33
C2. NATURE OF CONTRACT	34
C3. CONTRACTOR'S RIGHTS AND OBLIGATIONS.....	34
C3.1 Provision of the Work	34
C3.2 Contractor's Employees	34
C3.3 Contract Materials	34
C3.4 Site	34
C3.5 Compliance	35
C3.6 Confidentiality.....	35
C3.7 Permit to Work Program	35
C3.8 Privacy.....	35
C4. SCA'S RIGHTS AND OBLIGATIONS	36
C4.1 Access to the Site	36
C5. OBLIGATIONS OF BOTH PARTIES.....	36
C6. TIME CONSIDERATIONS.....	36
C6.1 Progress	36
C6.2 Extension of Time.....	36
C6.3 Completion.....	36
C6.4 Not Used.....	36

C6.5	Defects Liability Period.....	36
C7.	PAYMENT	37
C7.1	Payment.....	37
C7.2	GST	37
C8.	INTELLECTUAL PROPERTY	37
C9.	INDEMNITY	38
C10.	INSURANCE.....	38
C10.1	Type, Level and Duration of Cover	38
C10.2	Mandatory Provisions in Insurance Policies.....	39
C10.3	Contractor's General Insurance Obligations.....	39
C11.	VARIATIONS.....	40
C11.1	Variations by the SCA.....	40
C11.2	Variations by Contractor	40
C12.	DISPUTE RESOLUTION	40
C13.	TERMINATION	41
PART D -	not used	42
PART E -	TECHNICAL SPECIFICATION	43
E1.	DESCRIPTION OF THE WORKS.....	43
E2.	OHS&R	46
E2.1	General Requirements	46
E3.	ENVIRONMENTAL REQUIREMENTS.....	47
E3.1	Noise Specifications	47
E3.2	Purchasing	47
E3.3	Waste Management.....	47
E3.4	Energy Management	48
E3.5	Environmental Conditions Approval	48
E4.	NOT USED	48
PART F -	ATTACHMENTS	49
F1.	ANNEXURE TO PART C	49
F2.	HAZARD RISK IDENTIFICATION.....	50
F3.	SITE REQUIREMENTS FOR CONTRACTORS.....	51

F4.	PURCHASING AND WASTE MANAGEMENT REPORTS.....	54
F4.1	Purchasing Report	54
F4.2	Waste Management Report	54
F4.3	Definitions of Purchasing and Waste Materials	55
F4.4	Density Conversion Factors.....	55
F5.	OVERALL LOCATION PLAN	57
F6.	SECTION 1 – BELMORE ROAD	58
F7.	SECTION 2 – MORT STREET	59
F8.	SECTION 3 – WESTERN BOUNDARY	60
F9.	SECTION 4 – LOWER DAM	61

PART A - CONDITIONS OF TENDER

A1. THE TENDER

- (a) The Tenderer submits its Tender to carry out the Works for the Fee set out in clause B2.
- (b) The Tender is submitted as an offer that may be accepted by the SCA by a letter of acceptance.
- (c) Unless otherwise agreed the terms of the Contract will be in accordance with the Invitation to Tender.
- (d) The SCA may issue a formal instrument of agreement if it so chooses.
- (e) Tenders are to be deposited in or posted to the Tender Box on Level 4, 2-6 Station Street, Penrith NSW 2750 addressed to the Procurement Manager or through the SCA's online eTendering website at **<https://tenders.nsw.gov.au/sca>**. Tenders submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than tenders submitted by other means. Tenderers, by electronically submitting a tender, are taken to have accepted any conditions shown on the SCA online eTendering website. The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt. Applications submitted electronically must be in Adobe PDF file format that can be read, displayed and printed. Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Applicants must not submit self-extracting (*.exe) zip files. Tenderers must not change existing text in electronic tender forms other than to insert required information.
- (f) The SCA will not consider late tenders.
- (g) The Tenderer's Tender shall remain open for acceptance by SCA for 90 days from the Closing Date.
- (h) The Tenderer acknowledges that no information provided by or on behalf of the Tenderer to the SCA is or will be false or misleading.
- (i) The Tenderer warrants that it submits its Tender in good faith.
- (j) The SCA may, in its sole discretion, reject or accept any Tender or abandon the tender process and will not be liable to any Tenderer for any such decision.
- (k) The Tenderer must complete all Part B Schedules and other documentation in the form required by the Invitation to Tender.
- (l) Tenderers are required to independently acquaint and satisfy themselves with all aspects of this Invitation to Tender. Tenderers shall be deemed to have:

- (i) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender;
 - (ii) requested information in relation to environmental matters including as to the existence of any environmental conditions of approval;
 - (iii) satisfied themselves as to the correctness and sufficiency of the Tender and that all Fees cover the cost of complying with the Invitation to Tender and all matters and things necessary for the due and proper provision of the Works; and
 - (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.
- (m) A **Mandatory** tender briefing will be held on Friday 12/3/2010 commencing at 10.00AM at the SCA Office located at the Middle Cascade Dam to discuss aspects of this Invitation to Tender including an explanation of the Services required and questions from the floor will be answered. This will be followed by a Site Inspection.

It is **Mandatory** that all prospective Tenderers attend the briefing to be eligible to submit a Tender.

Each Tenderer may attend with supporting persons such as subcontractors and consultants however, the maximum number of people who may attend the briefing on behalf of each Tenderer is three.

- (n) Tenderers should contact the Contract Officer by facsimile if they have any queries. Tenderers should note that all answers to clarification questions will be issued in writing to all Tenderers.
- (o) The SCA reserves the right to seek clarification, verification and additional information from third parties and the Tenderer authorises the SCA to do so.
- (p) The Tenderer acknowledges and warrants that:
 - (i) It has not provided nor will it provide false and misleading information to the SCA;
 - (ii) No conflict of interest exists at the date of submitting this Tender. The Tenderer will immediately inform the SCA of it becoming aware of any actual or potential conflict of interest at any time;
 - (iii) Evidence of collusive tendering may lead to the rejection of some or all Tenders and Tenderers involved in such practices may be barred from tendering to the SCA in the future; and
 - (iv) The SCA may invite, consider evaluate and accept Tenders from entities which were involved (in any way) in the preparation of the Invitation to Tender (including the Specification).

- (q) All fees must be submitted in Australian currency.
- (r) The Tender Fee shall include GST. The Tender Fee shall be payable by cash, acceptable credit cards or cheque drawn in favour of the “Sydney Catchment Authority”.
- (s) The SCA will evaluate the Tender based on the Technical response to the requirements of the Tender along with the Commercial risk and compliance and the Tender Fee. The information used to evaluate the Tenders will include but not be limited to the information submitted by the Tenderer in the Schedules.
- (t) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA may publish the following information about a contract awarded under this Invitation to Tender:
 - (i) details of Contract (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the Contract; the period of the Contract);
 - (ii) the full identity of the successful Tenderer including details of cross ownership of relevant companies;
 - (iii) the Fee and the basis for future changes in the Fee;
 - (iv) the significant evaluation criteria and the weightings used in tender assessment; and
 - (v) provisions for re-negotiation (where applicable).
- (u) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA publishes information regarding the contracts it enters into with private sector (on the internet and elsewhere as determined by the SCA). This disclosure is made in full compliance with the *Freedom of Information Act 1989* (as amended by the *Freedom of Information (Open Government – Disclosure of Contracts) Act 2006*) (‘the FOI Act’) and Premier’s Memorandum M2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts.
- (v) Tenderers may request that SCA not disclose information included in their Tender that would place the Tenderer at a substantial commercial disadvantage with its competitors but must give the reasons for requesting this. Tenderers must identify any information within their Tender which is considered Commercial-in-Confidence by marking such information “Commercial-in-Confidence”. Such a notation will assist SCA in deciding which, if any, information should be disclosed but does not necessarily prevent disclosure. Only that information which is genuinely confidential should be marked “Commercial-in-Confidence”. SCA will advise a Tenderer in contention for the Contract what information it agrees not to disclose. SCA’s decision is however final and is at SCA’s absolute discretion and Tenderers will not make any claim against SCA in relation to any action taken under this clause. A decision by SCA under this paragraph is not a decision which falls within any dispute resolution procedures specified in the Contract being tendered for.

- (w) 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-Station Street, Penrith NSW and on the SCA e-Tendering website (www.tenders.nsw.gov.au/sca) within ninety (90) days after award of the Contract. For other contracts SCA will disclose the specified information on request.
- (x) 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.
- (y) Where a Tenderer offers an alternative option which may benefit the SCA it should be accompanied by the conforming Tender, fully described, including how it differs from the requirements of the Invitation to Tender, and all foreseen advantages detailed. All such alternatives will be considered on their merits.

A2. ASSESSMENT OF TENDERS

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

Technical

1. Demonstrated relevant experience and expertise of proposed staff in carrying out the work. [Schedules B9 & B11].
2. Proposed program to deliver the project within the timeframes specified in the tender document [Schedule B5].
3. Tenderers past performance in carrying out similar services [Schedule B4.3]
4. Attendance at tender briefing (mandatory)

Commercial

1. Compliance with Commercial Conditions [Schedule B3]
2. Departures and Qualifications [Schedule B3]
3. Satisfactory insurances (mandatory) [Schedule B12]
4. Risk associated with the use of Subcontractors [Schedule B11]

Price

1. Tender Price [Schedule B2]
 2. Any reimbursable items listed in the Departures and Qualifications [Schedule B3]
 3. Costs to the SCA associated with any Departures and/or Qualifications contained in the tender submitted [Schedule B3]
- (g) The Schedules referred to above are a guide only and SCA reserves the right to review any Schedule or any part of the Tender submitted as part of the assessment of any criteria.
- (h) SCA may engage the Works of external organisations to assist with the evaluation of Tenders.
- (i) No contract whatsoever shall come into existence between the SCA and the Tenderer until a formal letter of acceptance is issued in relation to this Invitation to Tender, and then only on the terms outlined in that letter of acceptance, and any contract which may, but for this clause, have come into existence regarding the tender process is excluded. If, notwithstanding this clause. such a contract is found then the SCA's liability in relation to such contract is limited to \$1.00.

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

Name of Tenderer:
(the "Tenderer")

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

.....

ABN (and ARBN if applicable):

Company Address:

.....

.....

.....

Contact Person:

Telephone No.:

Facsimile No.:

Mobile No.:

Email Address:

Address for service of notices:

.....

.....

.....

.....
Name of and Signed by Tenderer

.....
Date

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

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

(Signature)

(Signature)

(Name and role of signatory)

(Name and role of signatory)

(Note: in the case of partnerships at least one capable of binding the partnership is 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. In the case of sole traders, the sole trader is required to sign).

.....
Name of and Signed by Tenderer

.....
Date

B2. PAYMENT SCHEDULE**B2.1 Contract Fee**Lump Sum

The Tenderer shall complete the schedule below by inserting the tendered lump sums for the Works.

Payment of individual items listed hereunder shall be made on completion of that portion of the Services and in accordance with clause C7 of the General Conditions of Contract.

The lump sum tendered shall cover all of the requirements of the Works on which the Tender is based.

Item No.	Description	Lump Sum \$ (excluding GST)
1	Supply and install fencing as per specifications along Belmore Road (approximately 750m)	
2	Supply and install fencing as per specifications along Mort Street (approximately 620m)	
3	Supply and install fencing as per specifications along Western Boundary (approximately 1400m)	
4	Supply and install fencing as per specifications at the Lower Dam (approximately 200m)	
5	Install up to 35 sign posts as per specifications	
Lump Sum Tender Fee (excluding GST)		\$
Add GST		\$
Total Lump Sum Tender Fee (including GST)		\$

.....
Name of and Signed by Tenderer

.....
Date

B2.2 Not Used**B2.3 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		

.....
Name of and Signed by Tenderer

.....
Date

B2.4 Hourly Rates for Variations

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

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

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

.....
Name of and Signed by Tenderer

.....
Date

B3. NON COMPLIANCE AND QUALIFICATIONS

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

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

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

Reference (Part and Clause)	Non Compliance	Reason for Non Compliance

.....
Name of and 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.

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.
 - (iii) Particulars of any interest the Tenderer or its directors has in any other company, entity or business.
 - (iv) Agreement to a third party audit of financial information.
- (e) Particulars of any interest the Tenderer or its directors has in any other company, entity or business.
- (f) Agreement to a third party audit of financial information.

.....
Name of and Signed by Tenderer

.....
Date

B4.3 Relevant Experience

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

Particulars of all comparable work currently or recently undertaken:

Client	Nature of Works	Contract Value (\$)	Contract Period and Start/End Date	Referee Name and Phone No.

.....
Name of and Signed by Tenderer

.....
Date

B5. IMPLEMENTATION SCHEDULE**B5.1 Works Program**

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

.....
Name of and Signed by Tenderer

.....
Date

B6. OHS&R

- (a) The Tenderer shall provide copies of its occupational health, safety and rehabilitation policies and procedures and provide details of its proposed Safe Work Method Statement (refer to clause E2.1). (Note that the NSW Government has released some guidelines in relation to Occupational Health and Safety Management Systems. These have not been prepared or endorsed by the Sydney Catchment Authority but may assist Tenderers in relation to the completion of this Schedule).
- (b) The Tenderer shall be familiar with and confirm their compliance with the Site Requirements for Contractors (refer to clause F3).

.....
Name of and Signed by Tenderer

.....
Date

B7. HAZARD CONTROL PLAN

- (a) 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.
- (b) 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.
- (c) Tenderers shall include a hazard risk rating giving an assessment of the overall severity of the risk using a WorkCover tool or an equivalent Australian Standard.

Hazard	Control Measures	Hazard Risk Rating (1 High, 2 Medium, 3 Low)
Remote area / lack of communication		
Underground Services		
Manual handling		
Hazardous equipment / tools		

.....
Name of and Signed by Tenderer

.....
Date

B8. ENVIRONMENTAL INFORMATION

The Tenderer shall complete the following table (note that the NSW Government has released some guidelines in relation to Environmental Management Systems Guidelines. These have not been prepared or endorsed by the Sydney Catchment Authority but may assist Tenderers in relation to the completion of this Schedule):

B8.1 Environmental Details

Item	Details Required	Response
1.	Is the Tenderer aware of the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation, particularly in regard to pollution control, waste disposal and risk management?	Yes/No
2.	If awarded the Contract will the Tenderer operate with due diligence for the duration of the Contract in preventing the pollution of the environment or preventing the disposal of waste without lawful authority in terms of the <i>Protection of the Environment Operations Act 1997</i> (NSW)?	Yes/No
3.	Does the Tenderer have a proper and suitable system in place for ensuring compliance with the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation?	Yes/No
4.	Does the Tenderer have a proper and suitable system in place for obtaining and complying with the appropriate approvals and licences from statutory authorities, notably the Environment Protection Authority?	Yes/No
5.	Does the Tenderer have adequate human resources, supervision, education, training, monitoring systems and procedures in place to comply with the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation?	Yes/No

.....
Name of and Signed by Tenderer

.....
Date

B9. PERSONNEL**B9.1 Experience**

- (a) The Tenderer is to provide details including experience resumes of the Personnel proposed for use on this Contract. The Personnel are to be available for interview if required by Sydney Catchment Authority during the tender assessment.
- (b) In the event that the Tender is successful, the Tenderer shall be bound by the information provided in this Schedule.

In the event that the Tenderer is successful, the Contractor must ensure that the Personnel are available and services under the Contract in the position and to the levels nominated. The Contractor must not substitute any Personnel without the prior approval of the SCA (acting reasonably).

Position	Name	Relevant Experience	Responsibility within respect to the Contract

.....
Name of and Signed by Tenderer

.....
Date

B10. CONFLICTS OF INTEREST AND FAIR DEALING

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

.....
Name of and Signed by Tenderer

.....
Date

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

.....

.....

.....

.....

.....
Name of and Signed by Tenderer

.....
Date

B11. SUBCONTRACTORS

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

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

B11.1 Details of Subcontractors

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

.....
Name of and Signed by Tenderer

.....
Date

B11.2 Details of Subcontractor's Experience

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

.....
Name of and Signed by Tenderer.....
Date

B11.3 Details of Subcontractor's Experience

Position	Name	Relevant Experience	Responsibility with Respect to Contract

.....
Name of and Signed by Tenderer.....
Date

B12. INSURANCE

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

If required by the SCA the Tenderer must provide a full copy of each insurance policy required under the Contract.

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

.....
Name of and Signed by Tenderer

.....
Date

B13. ADDITIONAL INFORMATION

The Tenderer shall list or append hereto all the information required for the Principal to assess the Tenderer with respect to selection criteria listed in clause A2 – Assessment of Tenders.

The Tenderer shall list or append hereto, in addition to all other information required by this Schedule, such further details as are necessary to fully describe the offer.

.....
Name of and Signed by Tenderer

.....
Date

PART C - GENERAL CONDITIONS OF CONTRACT

C1. CONTRACT INSTRUCTIONS

C1.1 Definitions

- (a) Terms defined in this Part C and used in other parts of the Contract have the same meaning as described in this Part C.
- (b) The terms below have the following meanings:
 - (i) **'Annexure'** means the annexure to this Part C which is located in Part F – Attachments, clause F1.
 - (ii) **'Certificate of Completion'** means the certificate given by the SCA to the Contractor to evidence that Completion has been reached.
 - (iii) **'Completion'** is when the Works are complete except for defects not known.
 - (iv) **'Contract'** means the agreement between the SCA and the Contractor constituted by (in order of precedence in the event of inconsistency), completed Tender Schedules – Part B, Special Conditions of Contract – Part D, General Conditions of Contract – Part C; Technical Specification – Part E and Attachments Part F.
 - (v) **'Contract Term'** means the term of the Contract commencing on the date of the letter of acceptance and concluding on the issue of a Certificate of Completion or the expiry of the Defects Liability Period (whichever is the later).
 - (vi) **'Contractor'** means the party, whose offer for the supply of the Works the SCA has accepted.
 - (vii) **'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.
 - (viii) **'Date of Completion'** means the date evidenced by a Certificate of Completion as the date upon which Completion was reached.
 - (ix) **'EOT'** means an extension of time as described in clause C6.2.
 - (x) **'Fee'** means the fee payable by the SCA to the Contractor for the Works set out in B2 Payment Schedule and includes GST.
 - (xi) **'GST'** means Goods and Services Tax.
 - (xii) **'Item'** means an item in the Annexure.
 - (xiii) **'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.
 - (xiv) **'SCA'** means the Sydney Catchment Authority.

- (xv) **'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.
- (xvi) **'Tender'** means the tender submitted by the Tenderer in response to the invitation to tender issued by the SCA for the Works.
- (xvii) **'Works'** means the services and work performed or required to be performed by the Contractor pursuant to this Contract.

C1.2 Construction of Contract

In the Contract:

- (a) references to days mean calendar days and references to a person include an individual, firm or a body, corporate or unincorporated;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) communications between the SCA and the Contractor shall be in the English language;
- (f) unless otherwise provided, fees are in Australian currency and payments shall be made in that currency;
- (g) the law governing the Contract, its interpretation and construction, and any agreement to arbitrate, is the law of New South Wales and of Australia;
- (h) unless otherwise stated all obligations of the Contractor under this Contract are at the sole expense of the Contractor; and
- (i) the words "including", "in particular", and "for example" are to be read as if followed by the words "without limitation".

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

Nothing contained herein shall constitute the relationship of partnership, joint venture or employer and employee between the parties.

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 if addressed or delivered to the relevant address in the Contract or the address last notified in writing to the other party, on delivery by hand, confirmation of the correct transmission of fax or 3 days after posting (whichever is the earlier).

C1.6 Assignment

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

C1.7 Subcontracting

- (a) The 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 Work.
- (b) 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.
- (c) The Contractor acknowledges that it may have responsibilities as a Principal Subcontractor particularly in relation to WorkCover, Worker's Compensation insurance and other safety matters. The Contractor is fully aware of all of these responsibilities (if relevant) and will conduct the Works in full compliance with them.
- (d) Approval to subcontract shall not relieve the Contractor from any liability or obligation under the Contract.

C1.8 Novation

When directed by the SCA, 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 Services.

C1.9 Waiver

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

C1.10 Order of Precedence

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

- (i) Letter of acceptance or formal instrument of Contract;

- (ii) Preamble (if applicable);
- (iii) Completed Tender Schedules – Part B.
- (iv) Special Conditions of Contract – Part D;
- (v) General Conditions of Contract - Part C; and
- (vi) Specification – Part E; and
- (vii) Attachments – Part F.

C2. NATURE OF CONTRACT

The Contractor shall perform and provide the Works to the SCA during the Contract Term for the Fee.

C3. CONTRACTOR'S RIGHTS AND OBLIGATIONS

C3.1 Provision of the Work

The Contractor shall provide the Works in a conscientious, diligent, expeditious and workmanlike fashion.

C3.2 Contractor's Employees

The Contractor warrants that its employees, subcontractors and agents are competent and have the necessary skills.

C3.3 Contract Materials

- (a) Unless otherwise agreed in writing, upon Completion 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.
- (b) The Contractor warrants that goods or materials supplied as part of the Contract:
 - (i) Conform to the particulars of Part E – Technical Specification;
 - (ii) Are new, (unless otherwise specified); and
 - (iii) Are subject to the intellectual property warranties contained in clause C8.

C3.4 Site

- (a) 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 the Works.
- (b) The Contractor, shall at all reasonable times give the SCA access to the Works and the Site.

- (c) The Contractor shall keep the Site and Works clean and tidy and shall regularly remove rubbish and surplus material.
- (d) The Contractor shall comply with clause F3 – Site Requirements for Contractors.

C3.5 Compliance

- (a) Legislative and other Legal Requirements

The Contractor shall comply, at its own cost and expense, with all legislative and other legal requirements and all or any regulations, by-laws, ordinances or orders made thereunder.

Without limiting the generality of this clause, the Contractor shall comply with all laws relating to the health and safety of all persons and to the protection of the environment.

- (b) Standards and Codes

The Contractor shall comply with all relevant Australian Standards (if any) in performing and providing the Works.

C3.6 Confidentiality

Without the prior written permission of the SCA, the Contractor shall not disclose or make public any information or material acquired or produced in connection with this Contract or in conjunction with anything relating to the internal affairs of the SCA.

C3.7 Permit to Work Program

- (a) The Contractor shall comply with the SCA Permit to Work (or equivalent) program.
- (b) If the SCA determines, in its absolute discretion, that the Contractor requires a Permit to Work Certificate (or equivalent) 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.

C3.8 Privacy

- (a) The Contractor acknowledges that the SCA has obligations pursuant to the *Privacy and Personal Information Protection Act 1998* (NSW) and:
 - (i) warrants that it will at all times comply with the provisions of the Act including (but not limited to) in respect of retention, control, access, correction, use, disposal and information management; and

- (ii) indemnifies the SCA against all and any costs, damage, actions and demands arising out of a breach of any of the provisions of the Act relating to any information under this Contract.

C4. SCA'S RIGHTS AND OBLIGATIONS

C4.1 Access to the Site

- (a) The SCA shall give the Contractor possession of sufficient of the Site for commencement of the Works.
- (b) If the SCA has not given the Contractor possession of the whole of the 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 the Works.

C5. OBLIGATIONS OF BOTH PARTIES

- (a) Each party enters into the Contract in good faith and shall carry out its obligations under the Contract in accordance with this principle.
- (b) Each party must ensure that at all times there is a person appointed to act with its full authority in all matters relating to the Contract, and must keep the other party informed of the name and contact details of that person.

C6. TIME CONSIDERATIONS

C6.1 Progress

The Contractor shall ensure that the Works reach Completion by the Date for Completion.

C6.2 Extension of Time

The SCA may grant an EOT, on the application of the Contractor or otherwise, if, in its sole opinion, an event occurs that is outside the Contractor's control that will or does affect the carrying out of the Works.

C6.3 Completion

At its discretion or within 14 days of receiving a request from the Contractor, the SCA shall give to the Contractor either a Certificate of Completion evidencing the Date of Completion or written reasons for not doing so.

C6.4 Not Used

C6.5 Defects Liability Period

The Contractor warrants that for the period specified in Item 3 of the Annexure the Works shall be free from defects.

C7. PAYMENT

C7.1 Payment

- (a) The SCA shall make payments to the Contractor to the total Fee as stated in B2 Payment Schedule for the performance of the Work.
- (b) The SCA shall pay the Contractor within 28 days of receipt of the Contractor's tax invoice.
- (c) The Contractor shall not be entitled to payment if it has not handed over Contract materials required to be provided to the SCA by clause C3.3 or has not provided Works of a standard satisfactory to the SCA.
- (d) The SCA is to notify the Contractor within 10 working days of receipt of a payment claim if the proposed payment is less than the amount claimed along with the reason.
- (e) If the Contractor disputes the SCA's proposed payment the dispute resolution provisions in clause C12 shall apply.
- (f) The Contractor warrants that it will pay the wages and allowances of all employees involved with the Works and the Contract. If the SCA becomes liable to pay such wages and allowances the amount paid may be recovered by the SCA as a debt to the SCA by 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 specified in *A New Tax System (Goods and Services Tax) Act 1999*) to the SCA with each claim for payment.

C8. INTELLECTUAL PROPERTY

- (a) The Contractor acknowledges that all materials and documents (and all intellectual property in such material or documents) created in contemplation of or generated as a result of this Contract are the property of the SCA upon creation.
- (b) The Contractor warrants that it will not breach any intellectual property rights of any third party and indemnifies the SCA in respect of any such breach.
- (c) The Contractor hereby grants to the SCA a royalty-free, non-exclusive, assignable, transferable, perpetual licence to use any intellectual property brought to this Contract or required by the Contractor to carry out the Works other than the material vested in the SCA pursuant to paragraph (a) above.

C9. INDEMNITY

- (a) The Contractor indemnifies the SCA from and against all actions, claims, costs, expenses and damages including the costs of defending or settling any action or claim in respect of:
- (i) loss of or damage to property of the SCA;
 - (ii) personal injury (including death) to any person; or
 - (iii) loss of or damage to any property,
- arising out of anything done or omitted intentionally or negligently by the Contractor in respect of the Works.
- (b) The amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the SCA in respect of any loss, damage or injury specified in clause C9(a) above, shall be made good at the Contractor's expense and may be deducted from any monies due or becoming due to the Contractor under this Contract.
- (c) The Contractor's liability to indemnify the SCA is reduced proportionally to the extent that the negligence of the SCA, its subcontractor's or employees or agents (other than the Contractor) of the SCA have contributed to the injury, damage or loss.
- (d) The Contractor is not liable to indemnify the SCA in relation to indirect and consequential losses as well as loss of profits, loss or revenue, business interruption, and any losses not reasonably foreseeable by either party at the time of entering into this Contract and the Contractor's liability in respect of such liability is excluded from this Contract.
- (e) Overall liability of the Contractor under this Contract is limited to the amount of insurances required described in clause C10.

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:

Type of Cover	Level of Cover	Duration of Cover
Contract Works or Equivalent	Full reinstatement value of the Work	Contract Term including any Warranty period(s) ("Relevant Period")
Public and Product Liability	Minimum \$10 million for any one occurrence, unlimited as to the number of occurrences during each annual period of insurance	Relevant Period
Comprehensive Motor	Replacement value	Relevant Period

Vehicle		
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's interests as principal to the extent of the Contractor's liability to it under the Contract are noted;
- (b) where the Relevant Insurance Policies are varied or terminated by the insurer for any reason (including the non-payment of premiums) the Contractor must provide written notice to the SCA as soon as possible;
- (c) failure by the Contractor to comply with the terms of the Relevant Insurance Policies will not prejudice the rights of any other insured.

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 additional information to the SCA regarding the policies and substantiate this information to the satisfaction of the SCA at its discretion. This additional information may include details of any exclusions, excesses or deductibles in relation to a policy of insurance and may involve an extract of the policy or direct contact between the SCA and the insurance broker or insurer;
- (e) do all things, and provide all documents, evidence and information necessary reasonably 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 may, on the recommendation of the Contractor or otherwise, instruct the Contractor in writing to vary the Works (within the general nature and scope of the agreed Contract), whether the variation is within the general scope of Works or otherwise.
- (b) Where the variation is within the general scope of Works, the Contractor shall not be entitled to any additional payment or time.
- (c) Where the SCA directs a variation that is outside the scope of Works the SCA shall price each variation based on (in order of precedence) applicable rates or prices in the Contract or reasonable rates or prices. That rate or price shall be added to the Fee.

C11.2 Variations by Contractor

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.

C12. DISPUTE RESOLUTION

- (a) If a difference or dispute between the parties arises in connection with the subject matter of the Contract, then either party shall, by hand or by registered post, give the other written notice of the dispute adequately identifying and providing details of the dispute.
- (b) Notwithstanding the existence of a dispute, the parties shall, subject to clauses C12(f) and C13, continue to perform the Contract, but the SCA may at its sole discretion withhold the payment of money for the matter that is the subject of the dispute until it is resolved.
- (c) Within 14 days after receiving a notice of dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. All aspects of every such conference except the fact of the occurrence shall be privileged.
- (d) If the dispute has not been resolved within 28 days of the service of the notice of dispute, that dispute shall be and is hereby referred to arbitration.

- (e) If within a further 14 days the parties have not agreed upon an arbitrator, the arbitrator shall be nominated by the SCA. The arbitration shall be conducted in accordance with rules 5 – 18 of the Rules of the Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations.
- (f) Nothing herein shall prejudice the right of a party to seek injunctive or urgent declaratory relief.

C13. TERMINATION

- (a) Notwithstanding anything herein contained to the contrary, SCA may terminate this Contract at any time and without prior notice.
- (b) Subject to sub-clause (c) and (d) below, the Contractor acknowledges that on cancellation of the Contract the Contractor shall be entitled to payment for the Works completed as at the date notified by SCA plus 2% of the balance of the outstanding monies due under the Contract as full and final settlement of any claim which the Contractor may have against the SCA.
- (c) SCA may terminate the Contract:
 - (i) immediately upon the Contractor's actual or threatened insolvency; or
 - (ii) if a material breach of Contract has not been remedied 7 days after notification to the Contractor from the SCA.
- (d) If SCA terminate the Contract for failure by the Contractor to remedy a breach of a material term, which includes:
 - (i) suspension of the Works,
 - (ii) failing to provide evidence of insurance;
 - (iii) failing to proceed with due expedition and without delay; and
 - (iv) failing to use the materials or standards of workmanship required by the Contract,

SCA shall prepare a certificate on completion of the Works setting out the costs of the new contractor and all costs and losses incurred by SCA. If the amount in the certificate is greater than the Fee plus the price of any variations in accordance with clause C11, then the Contractor is liable to pay SCA the difference. Any such action does not invalidate the Contract or affect SCA's rights and remedies under it or under any law.

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

PART D - NOT USED

PART E - TECHNICAL SPECIFICATION

E1. DESCRIPTION OF THE WORKS

Location

Access to the Katoomba Special Area eastern boundary is via Mort Street and Belmore Street. The western boundary can be accessed via Medlow Bath. The new fence is to follow the existing fence locations around the catchment boundary, see attached map. The Katoomba Special Area is a Schedule 1 area where public access is prohibited. It is proposed to replace 3 km of existing boundary fencing with three strand cable fence.

Fence locations divided into four sections.

1. Belmore Road – approx. 750 metres in length. Existing fence single cable and some rural fence type. All fences to be removed and recycled where possible. All other material to waste depot. Existing cable to be reused. Pipeline running adjacent to fence line. 11 KV line also overhead. Southern end starts at gate and finishes at private property boundary near North Street. Slashing of fence line required.
2. Mort Street – approx. 620 metres in length. Existing fence to be removed is rural type. All materials are to be recycled where possible, all other material to waste depot. Pipelines are close to main entrance gate and sewerage line located further down street (see attached map). Power lines located close to fence line along Mort St Road shoulder. Southern end of fence starts at 98 Mort St private property boundary to main entrance gate. Then from main entrance gate through to private property at the end of Mort St along the way passing another 2 gates. Slashing of fence line required.
3. Western boundary – approx. 1400 metres in length. Existing rural fence to be removed and recycled where possible, all other material to waste depot. Water pipelines as located on map. 11 KV Railcorp line crosses fence line. New gate to be installed at this location. Fence begins at top of hill (railway) and follows existing line to area above lower Cascades dam. Slashing of fence line required.
4. Lower Dam – approx. 200 metres in length. Existing rural fence to be removed and recycled, all other materials to waste depot. A water pipeline crosses the boundary. The fence begins at corner of private property and follows the fence line downhill to the existing gate. Slashing of fence line required.

Fencing Standards for three (3) strand cable fence

- Height above ground 1.2 metres.
- Posts – galvanised steel 90 mm (internal diameter medium; wall 4mm blue) with gal caps welded on.
- Posts spaced 5 metres apart.
- Steel galvanised strainer posts at cable joins, changes in direction, gate posts and corners.
- Strainer posts set in concrete.
- Post set into ground 600 mm and using one bag concrete for each post.
- Gate posts set into ground minimum 900 mm and set in concrete.

- Galvanised steel wire rope (cable) to be supplied.
- Wire rope 16 mm diameter, steel, galvanised, 6 x 24.
- Three strands cable approx. 400 mm spacing from ground. Top cable 40 mm from top.
- Cable to go through posts.
- 2 galvanised shackles (wire rope grips) positioned to reduce cable sag, located on every 5th post on each cable both sides of post.
- Cable tails at joins to be cut less than 1 metre.
- Weld all nuts on shackles.
- Existing Belmore Road cable can be re-used.

Gates

- Replace gate on NW boundary at the RailCorp power easement.
- All other gates to remain.
- The gate and gate post will be supplied (located at Cascades Depot for pick up).
- Chain welded onto gate post, chain supplied.
- All gates to be painted white.



Three strand cable fence.



Shackles attached every 5th post.

Signs

- A maximum number of 35 signs to be installed.
- Signs and fasteners provided.
- Sign posts and Schedule 1 signs provided.
- Signs located every 100 meters.
- Sign posts to be set into ground 600 mm using one bag concrete for per post.
- Sign positioning as shown below.



Signs positioning to fence line and track.

Sign type and positioning at gates.

Environmental Safeguards

The following environmental safeguards and mitigation measures will be applied:

- Vegetation will be slashed not scraped. Slashed vegetation will be spread as surface protection.
- Post holes will be back filled and any remaining soil material spread thinly around the site (not in drainage lines).
- The contractor will prepare a safe work plan. The safe work plan will also address environmental safeguards as outlined in the REF. The Safe Work Plan will be reviewed and endorsed by the Manager SCA Land Programmes before construction commences.

Waste Removal

- Old fences to be removed and waste taken to waste facility.
- All recyclable materials collected separately and taken to waste facility for recycling.

Hazards

Water pipelines run parallel or cross fence lines.

Overhead 11kV power lines.

Traffic hazard close to work site along Mort Street.

Mandatory requirements

Site inductions.

SCA Lone worker procedure.

HIDRAC – Safe Work Plan signed off prior to work commencing.

Information on amount of waste recycled and amount of waste generated is require – waste depot tickets and quantities provided with invoices.

Hot Work policy followed.

E2. OHS&R

E2.1 General Requirements

- (a) The Occupational Health and Safety Act 2000 requires that employers and employees ensure the health, safety and welfare of persons in the workplace. The Contractor is required to observe all statutory/regulatory safety requirements and to provide for the protection of persons and property as part of the Contract.
- (b) While working on SCA's premises and work Sites the Contractor shall also comply with SCA's occupational health, safety & rehabilitation (OHS&R) policies and Corporate Instructions as well as SCA directions.
- (c) 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 involved in or affected by that Work.
- (d) The Contractor shall prepare a Safe Work Method Statement for all activities associated with the provision of the Works taking into account SCA's Hazard Risk Identification for the Works and the Site in clause F2 to this Contract.
- (e) The Contractor shall include in the Safe Work Method Statement as a minimum:
 - (i) Description of the Work
 - (ii) Name and qualifications of the person or persons who will supervise the Work
 - (iii) Name and qualifications of the person or persons who will inspect, approve and supervise methods for the provision of the Work, protective measures, use of plant & equipment
 - (iv) Potential risks associated with the Work, including without limitation, the risks associated with interfacing with ongoing SCA operations and with any other work persons or contractors on the site/s
 - (v) What OHS&R training is given to persons involved with the provision of the Works
 - (vi) All precautions to be taken to protect health and safety

- (f) The Contractor shall supply the Safe Work Method Statement to the SCA at least 7 days prior to the performance of those portions of the Contract which are to be performed outside the office environment. The responsibility for the adequacy of the Safe Work Method Statement always remains with the Contractor.
- (g) The Contractor shall implement the safe work methods as set out in the Safe Work Method Statement and shall take appropriate measures to ensure they are kept relevant to the carrying out of the Works under the Contract.
- (h) The Contractor may also be required to prepare and comply with a Project Safety Plan or Safe Work Method Statements if the project contains high risk construction work (or equivalent) under the Occupational Health and Safety Regulation (2001).

E3. ENVIRONMENTAL REQUIREMENTS

E3.1 Noise Specifications

- (a) 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 Procedure 0616 "Noise Management". The Contractor shall comply with the *Occupational Health & Safety Regulation 2001* and WorkCover Code of Practice, Noise Management and Protection of Hearing at Work.

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 two months 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) A failure by the Contractor to provide the SCA with evidence of any and all waste dockets and receipts for payment of waste disposal in relation to the Works may lead to the SCA withholding payment of the Fee until such evidence is satisfactorily produced.
- (g) The SCA promotes 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 supplied or installed equipment that consumes energy shall be sized appropriately and be the most energy efficient of its class. Appropriate fuel shall be used to minimise overall energy use and greenhouse gas emissions.
- (b) Energy star for office equipment and energy ratings for (usually household) appliances can be used where appropriate.

E3.5 Environmental Conditions Approval

- (a) Prior to commencing any Work the Contractor must check with the SCA as whether any environmental conditions of approval apply to the Work (such as a Work Method Statement or Environmental Management Plan).
- (b) The Contractor must fully comply with any environmental conditions of approval in relation to the Work as notified to it from time to time during the Term.

E4. NOT USED

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

Item

- | | | |
|----|---|---|
| 1. | Date for Completion
(clause C1) | Twelve (12) weeks from the Date of the Letter of Acceptance |
| 2. | Liquidated Damages
(clause C6.4) | Not Used |
| 3. | Defects Liability Period
(clause C6.5) | One (1) years from the Date of Completion |

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 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	Multiple Contractors	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity (including Static)	<input type="checkbox"/>	<input checked="" 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"/>	Slipping, Tripping and Falling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Steam	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dark	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Toxic Materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Night	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic and Vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excavation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trapped Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire and Explosion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Activity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flooding and Overflow	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas, Fumes and Foul Air	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waste Disposal/Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hazardous Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Working at Height	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous Substances/Chemicals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Working Downstream of a Water Storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot Metal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Working Over, Near, On, In or Under Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Workplace Violence	<input type="checkbox"/>	<input checked="" type="checkbox"/>

F3. SITE REQUIREMENTS FOR CONTRACTORS

Under the Occupational Health and Safety Act 2000 and the Protection of the Environment and Operations Act 1997, while you (the Contractor) have primary responsibility for ensuring the health and safety of your employees, Sydney Catchment Authority may be responsible for the actions of contractors performing work on its premises. You and any of your employees and sub-contractors are expected to abide by the following minimum requirements:

- (a) The Contractor must report to the designated Sydney Catchment Authority supervisor prior to commencement, and on completion, of the Work.
- (b) The Contractor must give reasonable prior notice to the designated Sydney Catchment Authority 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 Sydney Catchment Authority 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 Sydney Catchment Authority.
- (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 Sydney Catchment Authority employees and visitors as a result of the work is minimised through the use of appropriate hazard controls to the satisfaction of the designated Sydney Catchment Authority supervisor.
- (h) The Contractor must not, without the prior approval of the designated Sydney Catchment Authority supervisor, bring onto Sydney Catchment Authority 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 Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulations 2001, the Australian Dangerous Goods Code and any relevant Australian Standards).
- (i) The Contractor must not without prior approval from the designated Sydney Catchment Authority 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 Sydney Catchment Authority 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 Sydney Catchment Authority Site management and OH&S representatives.
- (m) The Contractor will be responsible for the good and proper conduct of its personnel while on Sydney Catchment Authority premises. The Contractor must maintain good order and discipline amongst its personnel particularly while on Sydney Catchment Authority 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 Sydney Catchment Authority premises. The Contractor shall ensure that no alcoholic liquor or alcoholic beverage or illegal drugs are brought onto or consumed while on Sydney Catchment Authority premises by the Contractor's personnel in the course of performing the Works. Smoking of any substance will not be permitted in Sydney Catchment Authority's buildings or vehicles. Smoking on Sydney Catchment Authority's premises will only be permitted in designated smoking areas.
- (o) The Contractor will ensure that all its personnel while on Sydney Catchment Authority 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 Sydney Catchment Authority personnel at Site.
- (p) Services 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 Sydney Catchment Authority 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 OHS&R requirements which must be adhered to at all times. In particular you should be familiar with the Sydney Catchment Authority policies and procedures.
- (r) In addition, the Contractor must comply with any other OH&S instructions given by the designated Sydney Catchment Authority supervisor.
- (s) In completion of the Works, the Contractor must report to the designated Sydney Catchment Authority supervisor to have the Site inspected to confirm the Contractor has restored the Site to the satisfaction of Sydney Catchment Authority.

- (t) Failure to comply with any of the above may result in Sydney Catchment Authority 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 Sydney Catchment Authority 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 Sydney Catchment Authority's property. If any damage is caused to Sydney Catchment Authority's property such damage shall be reported to the designated Sydney Catchment Authority supervisor.
- (w) The Contractor must provide a copy of these requirements to all of its personnel prior to commencement of the Works.
- (x) 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.

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	
Fill / Virgin Excavated Natural Material		tonnes		tonnes	
Asphalt		tonnes		tonnes	
Aggregates		tonnes		Tonnes	
Timber		tonnes		tonnes	
Sand		tonnes		tonnes	
Other categories (please specify)		tonnes		tonnes	

F4.2 Waste Management Report

Material	Total Quantity generated		Total Quantity recycled		Comments (if applicable)
Vegetation waste		tonnes		tonnes	
Concrete		tonnes		tonnes	
Fill/Virgin Excavated Natural Material		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:

Date:

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
Landscaping materials	Bark, chips, soil amenders, soil mixes, mulches, compost
Vegetation waste	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
Concrete	Mixture of cement, sand and aggregates (or substitutes eg. fly ash)
Fill	Excavated material such as clay, gravel, sand, soil and rock that has been mixed with another waste or excavated from areas that are contaminated with manufactured chemicals, as the result of industrial, commercial, mining or agricultural activities.
Virgin excavated natural material (VENM)	Virgin excavated natural material such as clay, gravel, sand, soil and rock that is not mixed with any other waste and has been excavated from areas that are not contaminated with manufactured chemicals, as the result of industrial, commercial, mining or agricultural activities.
Asphalt	Any materials containing bituminous hydrocarbons. May contain additives such as concrete. Includes recycled asphalt pavement.
Aggregate	Rock or other hard materials such as concrete, crushed stone or bricks, between 4.25mm and 100mm particle size. See Australian Standards for detailed specifications.
Timber	Wood materials used for formwork or other construction purposes
Sand	Very fine hard aggregate between 75m and 4.25 mm in size. Meets Australian Standard specification
Bricks and roof tiles	Clay bricks and roof tiles mixed together. This can include small amounts of concrete or plaster render
Mixed waste	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 ³)
Soil mixes/amenders	1.1 – 1.3
Mulch and bark chips	0.2 – 0.4
Fill and aggregates	1.1 – 1.3
Soil conditioners/ composted organics	0.6 – 1.0

(b) Construction and Demolition Materials

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

F5. OVERALL LOCATION PLAN

See attachment

F6. SECTION 1 – BELMORE ROAD

See attachment

F7. SECTION 2 – MORT STREET

See attachment

F8. SECTION 3 – WESTERN BOUNDARY

See attachment

F9. SECTION 4 – LOWER DAM

See attachment