



G.E. SHAW
& ASSOCIATES
(ACT) PTY LTD

Development,
Construction,
Refurbishment
& Fitout

**PARLIAMENT HOUSE
SECURITY BARRIERS**

CONTRACT DOCUMENTS

BOLLARDS SUPPLY & INSTALLATION

**FOR AND ON BEHALF OF
DEPARTMENT OF PARLIAMENTARY SERVICES**

PROJECT NUMBER 1669

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NOTICE TO TENDERERS

This 'Notice to Tenderers' is a guide only and does not and is not intended to form part of any Contract between the Principal and any person, firm or corporation.

NT 01 DESCRIPTION OF THE WORKS

- Project No 1669. Design, supply, installation and maintenance of Bollards to Parliament Drive

NT 02 DESCRIPTION OF THE SITE

The site is located at Parliament House Canberra, ACT

NT 03 SITE VISIT

Unauthorised access to the site is not permitted. A Tenderer should make arrangements to visit the site with the Contact Officer nominated in Section CT 1.4.

NT 04 RESERVED

NT 05 DOCUMENTS FOR INFORMATION ONLY. - RESERVED

NT 06 PARTNERING AGREEMENT. - RESERVED

NT 07 CONDITIONS OF TENDER

If you lodge a Tender for this Project your Tender should comply with all of the requirements expressed in or necessarily implied in the Tender Documents. The Principal may elect, however, at its sole discretion, to accept your Tender or, if allowed by the Tender Conditions, any part of your Tender, without further reference to you, whether or not your Tender complies with the requirements expressed or necessarily implied in the Tender Documents. The Principal shall not be bound to and, at its sole discretion, may not accept the lowest or any Tender.

If you submit a Tender you must do so using the Form of Tender provided in these Tender Documents. The Tender must comply with the Tender Conditions for the Tender to be a conforming Tender.

By submitting a Tender the Tenderer agrees to be bound by the Tender Conditions.

NT 08 GENERAL CONDITIONS OF CONTRACT

The Contract for this project uses AS 2124-1992, as amended, as the General Conditions of Contract. The Tender does not include a copy of the AS 2124-1992 General Conditions of Contract.

The Tenderer should read the Special Conditions of Contract carefully as there are significant differences between the Special Conditions of Contract and AS 2124-1992 in its unamended form.

The Annexure to the General Conditions of Contract is included in this Tender Document. The Annexure will be included in any Contract arising from this Tender.

Tenderers shall make their own arrangements in obtaining a copy of AS 2124-1992 General Conditions of Contract.

NT 09 STATUTORY HOLIDAYS AND CHRISTMAS BREAKS

The Tenderer's attention is drawn to the statutory holidays, Christmas breaks and industry holidays and shutdowns that may fall in the contract period. The Tenderer is reminded that due allowance must be made for such events in the tender price and the construction program. No extensions of time will be granted in respect of the occurrence of such events during the original contract period.

NT 10 RESERVED

NT 11 PROJECT FUNDING

Funding for this project has been authorised by the Department of Parliamentary Services.

NT 12 CODE OF TENDERING

Other than the assessment criteria the code of tendering applying to this tender is *AS4120 1994 Code of Tendering*.

NT 13 PARTNERING AGREEMENT. RESERVED

NT 14 RESERVED

NT 15 RESERVED

FORMAL INSTRUMENT OF AGREEMENT

THIS AGREEMENT made the.....day of.....200...

BETWEEN (a).....

ofABN.....

(in this agreement called "the Contractor" which expression where the context so admits or requires shall be deemed to include the personal representatives successors and permitted assigns of the Contractor) of the one part and

G.E.Shaw & Associates (ACT)Pty Ltd 20 Challis Street Dickson ACT 2602
(ABN 54 096 942 077). (in this agreement called "the Principal") of the other Part WHEREAS the Principal is desirous THAT CERTAIN WORK SHALL BE UNDERTAKEN namely:

- (b) Project No 1669 – Security Barriers, for: The Supply and Installation of Bollards (which work is hereinafter called "the Works") and has accepted a Tender by the Contractor for the execution of the Works.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

- 1 The following shall be deemed to form and be read and construed as part of this Agreement.

. Conditions of Tendering	commencing on page	10
. General Conditions of Contract	commencing on page	20
. Special Conditions of Contract	commencing on page	24
. Specification	commencing on page	48
. Schedule of Drawings	commencing on page	49
. Form of Tender	commencing on page	54
. Correspondence	commencing on page	60
. Drawings	marked Annexure "A"	61

2 In consideration of the agreements on the part of the Principal in this Agreement set forth the Contractor will execute the works in conformity in all respects with the Contract and will perform fulfil comply with submit to and observe all and singular the provisions conditions stipulations and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed fulfilled complied with submitted to or observed by or on the part of the Contractor.

3 In consideration of the agreements on the part of the Contractor in this Agreement set forth the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform fulfil comply with submit to and observe all and singular the provisions conditions stipulations and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed fulfilled complied with submitted to or observed by or on the part of the Principal.

4 This Agreement shall take effect according to its tenor notwithstanding any prior agreement in conflict or at variance with it or any correspondence or other documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution and which are not included in the Contract.

IN WITNESS whereof the parties have executed this agreement the day and year first above written.

Signed for and on behalf of
"the Principal"

(c) _____ Director/Secretary _____ (f)

Signed by:

Witnessed by:

(e) _____ (f)

Signed by:

Signed for and on behalf of

"the Contractor"

(e) _____ Director/Secretary _____ (f)

Signed by:

Witnessed by:

(e) _____ (f)

Signed by:

-
- (a) Insert here the name/s, ACN and addresses of the Contractor as shown in the Tender
 - (b) Describe the work in general language
 - (c) Insert page/annexure numbers or delete as applicable
 - (d) List any other documents Annexed
 - (e) Print or type name of person
 - (f) Signature

CONDITIONS OF TENDER

CT1. GENERAL

The conditions specified in these Conditions of Tender will take precedence over the Conditions of Tender specified in *AS4120 1994 Code of Tendering*.

CT1.1 DEFINITIONS

Unless the context necessarily requires a different or altered meaning, the terms used in these Tender Conditions shall have a meaning the same as the meaning the terms have in *AS2124-1992 General Conditions of Contract* or in the Formal Instrument of Agreement:

'Tender' means the offer by the Tenderer to execute the work under the Contract in accordance with the Tender Documents;

'Tenderer' means a separate legal entity who has provided their name and contact details to the Principal, has paid any required deposit or price for Tender Documents and has received Tender Documents;

'Tender Conditions' means these Tender Conditions;

'Tender Documents' means those documents referred to in Section CT 1.2

'Tender Price' means the lump sum submitted by the Tenderer on the Form of Tender.

'Form of Tender' means the proforma document entitled 'Form of Tender' which must be submitted as part of the Tender

CT1.2 TENDER DOCUMENTS

To be a conforming Tender, the Tenderer must have obtained Tender Documents directly from the location specified in the advertisement for the Tender and the Tender must be submitted on the Form of Tender.

The Tender Documents shall comprise:

- (a) Form of Tender;
- (b) Formal Instrument of Agreement;
- (c) Notice to Tenderers;
- (d) Conditions of Tender;
- (e) Contract Conditions including Special Conditions of Contract and *AS2124-1992 General Conditions of Contract*;
- (f) Specifications;
- (g) Bill(s) of Quantities; Schedule of Prices; Schedule of Rates to the extent specified to be included in the Tender or Contract;
- (h) Drawings, and
- (i) Addenda issued pursuant to Section CT 2.13.

CT1.3 SECURITY OF DOCUMENTS

All Tender Documents, samples, models, patterns and other information clearly identified as confidential must be kept confidential by Tenderers. No copies are to be made by Tenderers, their agents or anyone else except for Tendering purposes. The Tenderer must return all such documents, samples, models, patterns and other information and copies to the Superintendent on receiving notification that the Tender was unsuccessful.

CT1.4 CONTACT OFFICER

The Contact Officer for this Tender is Kevin O'Hara. The Contact Officer may be contacted by telephone on (02) 6277 5245, e-mail on kevin.ohara@aph.gov.au or fax on (02)6277 5647. All requests for information and advice are to be referred to the Contact Officer.

A Tenderer must not rely for any purpose including Tender purposes on any information provided verbally by the Contact Officer.

At the discretion of the Contact Officer, the Contact Officer may provide written answers to requests for information of a technical or contractual nature. All written answers to requests for information will be disseminated to all Tenderers without disclosing the source of the request for information or revealing a Tenderer's confidential information.

Authorisation in writing is required from the Contact Officer for the Tenderer, or employees or agents of the Tenderer, to make contact with officers of the Principal, the Principal's agent or the proposed Superintendent after Tenders have first been invited, and prior to the award of the Contract.

If there is any unauthorised contact or attempted contact by the Tenderer with officers of the Principal other than the Contact Officer, the Principal may at its sole discretion deem the Tenderer's Tender to be nonconforming.

CT 1.5 PRE-TENDER MEETING AND SITE INSPECTION

It is highly recommended that the tenderer visit site and make itself aware of the task to be completed. The Contact Officer is to be given 24 hrs notice for any intended visit.

CT2. PREPARATION OF TENDERS

CT2.1 TENDERER TO ACQUIRE INFORMATION

It is the responsibility of the Tenderer to obtain all information relevant to a Tender conforming with the Tender Documents.

Further, the Tenderer shall be deemed to have:

- (a) Inspected the site and its surroundings, examined the Tender Documents and any other information made available in writing by the Principal or proposed Superintendent to the Tenderer for the purpose of Tendering.
- (b) Examined all information relevant to the risks, contingencies, and other circumstances having an effect on their Tender and which is obtainable by the making of reasonable enquiries.
- (c) Satisfied itself as to the correctness and sufficiency of its Tender and that its Tender price covers the cost of complying with all the obligations provided for or implied from the Tender Documents and of all matters and things necessary for the due and proper performance and completion of the Works.

If the Tenderer finds any discrepancy, error or omission in the Tender Documents, the Tenderer shall notify the Contact Officer immediately in writing giving details of the ambiguity, discrepancy, error or omission and in any case before the date and time for closing of Tenders.

CT2.2 RESERVED

CT2.3 RESERVED

CT2.4 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

Tenderers' attention is drawn to the *National Code of Practice for the Construction Industry* (the Code). The Code applies to the construction project that is the subject of this Tender.

It is a condition of this Tender that Tenderers comply with the Code in relation to the construction project. The Tenderer shall execute and submit a form of undertaking identical to that which is set out in *Schedule Form of Undertaking of Compliance with the National Code of Practice for the Construction Industry* that is included with the form of Tender in these tender documents. The

undertaking refers to the Tenderer's compliance with the Code in preparing its Tender and that the Tenderer will comply with the Code in performing the Contract should it be the successful Tenderer.

Copies of the Code are available from the Australian Procurement and Construction Council Inc (APCC), PO Box 106, Deakin ACT 2600. Phone 02 6285 2255 Fax 02 6282 3787.

It will be a condition of any subsequent Contract that the Contractor shall comply with the Code. It will also be a condition that the contractor shall not appoint a subcontractor, consultant or supplier in relation to the Contract where the appointment would breach a sanction imposed by the Principal. Details of sanctions may be obtained from the Prequalification Registrar, ACT Procurement Solutions, phone 02 6207 5427.

Where a Tenderer has breached the Code and the Principal has imposed a sanction, the Principal may at its sole discretion deem the Tenderer's Tender to be nonconforming. See Section CT4.7
Nonconforming Tenders.

CT2.5 COLLUSIVE ARRANGEMENTS

The National Code of Practice for the Construction Industry, under the heading Relationships, requires that the Tenderer acts honestly. Consequently, in addition to the submission of a form of undertaking identical to Schedule One, the Tenderer promises that:

- (a) the Tenderer has no knowledge of the Tender price, including rates, of any other tenderer for the Works;
- (b) except as disclosed in the Tender, the Tenderer has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association or to or on behalf of any other Tenderer in relation to this Tender or any contract which may be entered into consequently, nor paid or allowed any money on that account; and
- (c) the Tenderer has not paid or allowed or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to this Tender or any contract which may be entered into consequently nor will pay or allow or receive any such money.
- (d) In the event of the Tenderer receiving any money or allowance from or on behalf of another tenderer in relation to this Tender, such money or the value of any allowance shall be held in trust for and become immediately payable to the Principal.
- (e) In the event of the Tenderer paying a trade or industry association or another tenderer any money in breach of these conditions, the Tenderer shall immediately give the Principal written notice of such an event and the Principal shall be entitled to withhold from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.

At the sole discretion of the Principal, a breach of this Section CT2.5 may result in the Tenderer's Tender being deemed to be nonconforming.

If requested by the Principal, the Tenderer must attest to the highest standards of probity in a statutory declaration.

CT2.6 CONFLICT OF INTEREST

A Tenderer with a conflict of interest shall immediately disclose the conflict of interest to the Principal through the Contact Officer specified in CT1.4. If a conflict of interest or a risk of a conflict of interest arises after lodgement of the Tender and prior to the completion of the Tender process, the Tenderer shall immediately disclose that conflict of interest to the Principal.

CT2.7 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

By Tendering for this Contract, the Tenderer authorises the Principal to make available, to the extent permitted by law, on request to any ACT Government department or agency, or any other Government department or agency, information including, but not limited to, information dealing with

the Tenderer's performance during any subsequent Contract. Such information may be used for Government purposes including assessment of suitability for registration, pre-qualification, selective tender lists or the award of a contract.

The provision of information by the Principal to any other ACT Government department or agency is agreed by the Tenderer to be a communication in circumstances of qualified privilege and the Tenderer shall have no claim against the Principal, in defamation or otherwise, in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication.

As part of the evaluation of a Tender, the Principal may take into account any information about the Tenderer that the Principal receives from any source.

During the course of the Contract, the Contractor's performance will be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, may be taken into account by ACT Government departments and agencies and may result in future opportunities for ACT Government contracts or work being restricted or lost.

CT2.8 PROPRIETARY NAMES

When proprietary names, brands, catalogue or reference numbers are specified in the Tender Documents, they are intended to set a minimum standard and preference for any particular material or equipment is not intended. The Tenderer may offer, and must disclose the nature of the difference in, material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

CT2.9 ALTERNATIVE TENDER

The Tenderer shall submit a Tender strictly in accordance with the Tender Documents. If an alternative Tender is also submitted, the Tenderer shall include a fully detailed description of the alternative offered and shall state clearly how the alternative Tender differs from the requirements of the Tender Documents. Offers of technical alternatives shall be accompanied by all information necessary for the complete evaluation of the offer, including design calculations, technical Specifications, breakdown of prices, proposed construction methodology and any other relevant details.

A Tenderer may offer, in an alternative Tender, dates for Practical Completion of the Works or (if applicable) dates for Practical Completion of Separable Portions of the Works which are different from the dates shown in the Annexure to the Contract Conditions.

The Tenderer may submit, at the Tenderer's discretion, alternative methods of construction that will protect the environment, maximise the availability of material that may be recycled and minimise waste and spoil. In any such alternative Tender, the Tenderer should indicate any extra costs or savings associated with the alternative methods. In recognition of the Territory's policy of reducing the amount of waste sent to landfill, the Principal may elect to accept the Tender incorporating some or all of the alternative methods.

CT2.10 EXECUTION OF TENDERS

Tenders from corporations will be executed in accordance with the *Corporations Act 2001 s127*.

CT2.11 CUSTOMS DUTIES AND TAXES

The price tendered in the Form of Tender shall include customs duty applicable to all imported materials, plant and equipment required for the Works and all taxes levied by any authority or government in respect of or related to the Contract or the Works.

CT2.12 CONSTRUCTION PROGRAM

The Works are to be complete by 28 February 2005.

The Tenderer shall submit with the Tender a program of work, ie a construction program, in the form of a preliminary time-scaled network (Gantt Chart), clearly showing the requirements listed in Special Conditions of Contract Clause 3.02 Project Quality Plan and Program of the Work.

CT2.13 ADDENDA

Addenda to the Tender Documents may be issued prior to the closing of Tenders. If the Tenderer is in doubt as to the true meaning of any part of the Tender Documents the Tenderer should at once notify the Contact Officer and obtain clarification of the Tender Documents. The Principal will not be responsible for any other clarification or interpretation.

Any clarification of a technical or contractual nature will be made only by formal addendum to the Tender Documents. Each addendum, together with any documentary information, issued to a Tenderer will be distributed to each person or organisation that has obtained a set of Tender Documents from the Contact Officer.

The Tenderer shall in completing the Form of Tender acknowledge the addenda received by the Tenderer and that the Tender includes due allowance for the addenda. Any Tender submitted which does not acknowledge all addenda issued by the Principal on the Form of Tender may be deemed to be a nonconforming Tender. All addenda issued will become part of the Tender Documents and shall ultimately form part of the Contract formed by the acceptance of a Tender.

Where deemed by the Principal to be appropriate, the Tender period shall be extended when an addendum is issued.

CT2.14 INTELLECTUAL PROPERTY IN TENDER DOCUMENTS

Subject to this Section CT2.14, Tenderers shall retain the Tenderer's rights to intellectual property submitted with Tenders including any title to such intellectual property. The Tenderer, by its submission of a Tender, authorises the Principal to copy, reproduce, use or supply intellectual property of the Tenderer for any purpose in respect of the assessment of the Tender.

CT2.15 CONFIDENTIALITY AND DISCLOSURE

Tenderers should be aware:

- (i) the Principal may be required to disclose information, either under the *Freedom of Information Act 1982* (FOI Act)

Tenderers are requested to specify in writing any information they believe is confidential in relation to their Tender or which they may wish to be treated as confidential in any contract.

CT2.16 COSTS OF TENDERING

The Principal will make no payment to a Tenderer:

- (a) for any costs, losses or expenses incurred by a Tenderer in preparing its Tender or any alternative Tender;
- (b) in respect of any discussions, negotiations, enquiries or requests for details or information made by or on behalf of the Principal after the submission of Tenders; or
- (c) for any work undertaken by any Tenderer after its Tender is submitted including work requested by the Principal in accordance with any provision of the Tender Documents.

CT2.17 WORKING HOURS AND WORKING DAYS

If a Tender includes an allowance for work under the Contract outside the working hours, or on other than the working days, prescribed in the Tender Documents, the Tender shall state the working hours and days proposed.

In the comparison of Tenders, regard may be had to the working hours and days proposed by the Tenderer and to the costs to the Principal attributable to supervision of work under the Contract outside the prescribed working hours and/or on other than the prescribed working days.

CT2.18 AFFIRMATIVE ACTION

The Principal will not enter into a contract with a contractor named by the Federal Director of Affirmative Action as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Commonwealth) 'the Act'. Information about the Act may be obtained from the Federal Affirmative Action Agency. Refer website:

http://www.eowa.gov.au/Reporting/What_Happens_if_my_Report_does_not_Comply/List_of_Non_Compliant_Organisations.asp

CT2.19 MAXIMISATION OF AUSTRALIAN AND NEW ZEALAND CONTENT

1 The Tenderer must indicate its intention to maximise the Australian and New Zealand content of the Works by completing and submitting with the Tender the tender schedule including the declaration that the Tenderer will support ANZ Industry development.

CT2.20 PRICE FOR ONGOING MAINTENANCE

If the Tender documents include a maintenance Specification, the Tenderer shall, on the separate Form of Tender provided with the maintenance Specification, submit a price for the maintenance after the expiration of the defects liability period of the system referred to in that Specification. The maintenance Specification shall not form part of the Contract but the Principal may take the price submitted into account when assessing the Tender.

CT3. SUBMISSION OF TENDERS

CT3.1 DOCUMENTS TO BE LODGED BY TENDERER

Listed below are all the documents that must be completed and lodged with the Tender for the Tender to be conforming:

- (a) Documentation addressing the criteria specified in Section CT4.1;
- (b) Completed Form of Tender and tender schedule each signed by the Tenderer;
- (c) Priced Bill of Quantities; Schedule of Rates; or Schedule of Prices (if applicable);
- (d) Construction program;
- (e) Schedule Form of Undertaking of Compliance with the National Code of Practice for the Construction Industry;
- (f) A statement as to the applicability of the Tenderer's current Environmental Authorisation or Environmental Protection Agreement to this project;

Details of the required Environmental Authorisation or Environmental Protection Agreement may be obtained by contacting Environment ACT on telephone (02) 6207 2153.

The Tenderer shall:

- (i) if a person, set forth his or her name in full and address, and sign the Form of Tender;
- (ii) if a partnership, set forth the name of the partnership and the name in full and address of each member of the partnership, and have the Form of Tender signed by each partner; or
- (iii) if a corporation or a company, set forth its ACN, its name and registered address and have the Form of Tender executed by the company.

The Tender shall be for the whole of the Works unless the Tender Documents otherwise provide. The Tenderer shall not alter or add to any Tender Document except as required or permitted by these Tender Conditions.

Documents to be lodged after tenders close

To assist in the evaluation process, each short-listed tenderer may be requested to submit additional information during the Tender evaluation period. For example:

- 1 With regard to the *National Code of Practice for the Construction Industry* (the Code),
 - (a) how it has complied with the Code in the past;
 - (b) how it intends to comply with the Code in performing the contract should it be the successful Tenderer; and
 - (c) where subcontractors have been specified in the tender, the information detailed at (a) and (b) in relation to each subcontractor.

- 2 With regard to the Tenderer's quality assurance system:
 - (i) a copy of the company's controlled procedure for establishing a project quality plan, and
 - (ii) a sample or draft project quality plan prepared in accordance with the above procedure.

- 3 With regard to the Tenderer's financial capability, written confirmation from suppliers and/or sub-contractors approved by the Superintendent that the Tenderer has the necessary credit rating for the supplier or sub-contractor to provide materials and /or services during the contract period.

In accordance with the disclosure requirements of the *Government Procurement Act 2001* successful tenderers will be asked to provide details identifying the tenderer in full, including details of cross-ownership of relevant companies. Failure to provide such details within two working days or failure to provide full and accurate details may make the tender nonconforming and no longer able to be considered.

CT3.2 TENDER LODGEMENT

Tenders lodged with the Principal after the advertised tender closing time or at such other time as may be notified to the Tenderer in writing by the Principal will be considered late and not further assessed except in accordance with clause 6.3 of AS4120 1994 "Code of Tendering".

For the Tender to be a conforming Tender, the Tenderer must lodge the Tender in one of the following two ways:

1. Tenders shall be enclosed in a sealed envelope marked "Tender" with the Project Name and Number and shall be lodged in the Tender box at:

G.E. Shaw & Associates (ACT) Pty Limited
20 Challis St
DICKSON ACT 2602.

Tenders will close at 2.00 PM on Tuesday 31 August 2004

or at such other time as may be notified to the Tenderer in writing by the Principal.

2. Tenders shall be enclosed in a sealed envelope marked "Tender" with the date and time for closing of Tenders and the Project Name and Number shall be sent enclosed in an outer envelope or package by prepaid post addressed to:

The Tender Box
G.E. Shaw & Associates (ACT) Pty Limited

PO Box 819
DICKSON ACT 2602

to be received by the Principal by the date and time for closing of Tenders. It is the Tenderer's responsibility to ensure that its Tender arrives at the place for lodgement of Tenders by the date and time specified for the closing of Tenders.

A Tender submitted by prepaid post which reaches the Tender Box after the closing date and time may be considered only if it can be established to the satisfaction of the Principal that it was posted before the date and time for closing of the Tenders and in the ordinary course of post would have been received at the Tender Box by that date and time. Tenders meeting the preceding criteria will be deemed not to be late. Impressions of franking machines are not acceptable evidence of timely posting or dispatch.

CT3.3 TENDER VALIDITY PERIOD

The Tender shall remain valid and open for acceptance for a period of 60 days from the time and date for the closing of Tenders. The Tenderer may withdraw its Tender after the expiration of this period. The Tender shall not lapse by reason of any discussions or correspondence between the Principal and the Tenderer which occur during this period.

CT4. PROCEDURES AFTER TENDERS CLOSE

CT4.1 ASSESSMENT OF TENDERS

This tender will be assessed in accordance with establishing the best value for money for the Works.

Late tenders will not be accepted, except as allowed by AS4122-1994 Code of Tendering.

The Principal may require the Superintendent to provide an independent tender assessment.

The responses to mandatory criteria are 'yes' or 'no'. Any tender receiving a 'no' response to a 'mandatory criterion' will be deemed nonconforming and not considered further.

As well as conformity with the Tender Documents, the criteria in the following table will be taken into consideration by the Principal's Representative and/or the Principal in the assessment of the value for money offered by any Tender. The Principal will consider the Superintendent's advice but is not bound by it.

Value for Money methodology involves scoring tenderers against the listed criteria in accordance with pre-determined weighting of these criteria based on their relative importance to the project. Tender submissions should include all relevant documentation you wish to have considered in this assessment process.

After initial assessment tenderers may be shortlisted for further detailed analysis which may include interview by the Superintendent and/or the Tender Assessment Team. A preferred tenderer may be selected and further negotiations entered into. This does not constitute an offer of a contract.

Sample Criteria – see Guideline

Criteria (not in order of importance)
Mandatory Criteria
(a) Tenderer's compliance with the <i>Equal Opportunity for Women in the Workplace Act 1999</i>

<i>(Commonwealth)</i> as specified in this Section CT2.18	
Assessable Criteria	
(i)	ability to actively manage OHS&R, environmental and waste management issues including methods of reducing waste, recycling and protecting the environment
(ii)	the tendered lump sum price, rates and other pricing information submitted by the Tenderer together with and compared to the Principal's estimate of costs
(iii)	current financial, technical and managerial capacity including abilities and experience of nominated senior project staff or specialist staff
(iv)	past performance in relation to time and quality of work, industrial relations, environmental management, safety and probity
(v)	tenderer's current workload
(vi)	Tenderers shall provide a programme of works that demonstrates that the installation and commissioning will be completed by 28 February 2005
(vii)	Life Cycle costs must be provided for a 10-year life cycle including proposed maintenance and details of likely failures and indication of the mean time between each failure.
(viii)	Maintenance requirements which must be commensurate with a highly reliable security system.
(ix)	Routine service intervals which must be commensurate with a highly reliable security system.
(x)	Maintenance response times which must be commensurate with a highly reliable security system.
(xi)	Provision for Manual override of automatic retractable bollards when failure of automated systems occurs.
(xii)	Availability of spares which must be commensurate with a highly reliable security system.
(xiii)	Availability of service personnel in Canberra which must be commensurate with a highly reliable security system.
(xiv)	The reliability of the products and systems offered which must be demonstrated and which must be to a high standard. Evidence of high reliability needs to be provided.
(xv)	Aesthetic appearance including resistance to marking on the bollards' surface.
(xvi)	Demonstrated experience of the contractor to install similar security bollards. The tenderer is to provide descriptions of similar projects and provide referee contact details.
(xvii)	Evidence that the bollards offered can stop a vehicle weighing 5 tonnes travelling at 40 km per hour.
(xviii)	Endorsement by the Commonwealth Security and Construction Equipment Committee. If any product offered is not endorsed the tenderer must provide calculations and test results showing that the product complies with the SCEC specification and requirements document entitled "Vehicle Barriers and Perimeter Systems for Ram Raid and Crash Protection Revision 1 dated April 2004". The tenderer must confirm that SCEC endorsement, to the April 2004 Requirements, has been requested and provide written confirmation that the endorsement process has commenced.

During the tender evaluation period one or several Tenderers shall be requested to provide the names of its proposed major & minor subcontractors and major suppliers of materials for the project. The Superintendent shall contact several of these subcontractors and suppliers to establish if the Tenderer(s) has an acceptable current financial/credit capacity.

CT4.2 ENVIRONMENTAL AND WASTE MANAGEMENT

The Tenderer shall submit *if requested* a draft or sample Environmental Management Plan, including a waste management plan, which addresses the responsibilities, policies, procedures and performance standards to be met by all parties involved in the Contract. The plan must include details of:

- (a) temporary measures to be implemented and monitored which will ensure compliance with the *Environment Protection Act 1997*.
- (b) temporary and permanent measures that will mitigate against the impact of the Works;
- (c) frequency and nature of testing for compliance with standards;
- (d) measures to be implemented during the defects period; and
- (e) Hold Points and Witness Points.

The Tenderer shall detail actions to reduce and divert waste and/or re-use viable waste material in a draft Waste Management Plan. The Waste Management Plan shall detail procedures that will ensure that surplus spoil, rock, and other excavated and demolition materials such as waste concrete, bricks, blocks, timber, metals, plasterboard, paper, packaging, glass and plastics are separately collected, recycled and therefore diverted from landfill.

CT4.3 OCCUPATIONAL HEALTH SAFETY AND REHABILITATION PLAN

As part of the tender, the Tenderer shall submit documentation to demonstrate to the Principal that the Tenderer has an appropriate OHS&R management system operating within the Tenderer's business. Evidence shall include a draft or sample OHS&R plan.

CT4.4 RESERVED

CT4.5 ADJUSTMENT OF TENDER

LUMP SUM

In the event of a discrepancy between the extension and additions of the amounts set out in the Bill of Quantities and the amount in the Form of Tender as a lump sum, the amount in the Form of Tender shall prevail and one, some or all of the amounts in the Bill of Quantities shall be amended as agreed between the Tenderer and the Principal. If agreement cannot be reached, the Principal may treat the Tender as nonconforming.

SCHEDULE OF RATES

In the event of any discrepancy in a Schedule of Rates included in a Tender, between the sum ascertained by multiplying the rate of payment for the execution of any section or item of work to be carried out by the estimated quantity of each section or item of work ("the actual sum") and the total amount shown for that section or item of work set out in the Schedule of Rates, the actual sum shall prevail and the total amount for that section or item of work shall be adjusted accordingly. Upon any such adjustment being made the total sum in relation to all the sections or items of work in the Schedule of Rates shall be adjusted accordingly.

CT4.6 REDISTRIBUTION OF AMOUNTS

If in the opinion of the Principal, the tendered rate or amount for any item in a Bill of Quantities or Schedule of Rates is unreasonable, the Principal, may as a prerequisite to acceptance of a Tender, require the Tenderer to amend the Tendered amount for that item. It may be necessary to adjust other items approved by the Principal so that the tendered lump sum amount remains unchanged.

CT4.7 NONCONFORMING TENDERS

The Principal may, in respect of a Tender that is nonconforming or which may be treated by the Principal as nonconforming:

- (a) reject and not further consider the Tender;
- (b) consider that the Tender offers less value for money than would be the case if the nonconformance(s) did not exist;
- (c) ignore any nonconformance in the Tender; or
- (d) if it is possible to correct the nonconformance without damaging the probity of the tender process, permit the Tenderer to do so.

CT4.8 ADDITIONAL INFORMATION TO BE PROVIDED

Despite any other requirements of the Tender Documents, a Tenderer shall if so requested by the Principal submit additional information to allow further consideration of the Tender, or the Tenderers ability to perform the Works, before any Tender is accepted.

If the Tenderer fails to submit any of the information so requested by the date and time stipulated by the Principal the Tender will be treated as nonconforming.

CT4.9 COMPLAINTS DURING THE TENDER PERIOD

If the Tenderer wishes to lodge a complaint concerning any aspect of the Tender process, the Tenderer shall submit full details of the complaint in writing to the Contact Officer before the final time for the lodgement of the Tender. The Contact Officer will respond in writing to the Tenderer dealing with the details raised in the complaint. Information concerning the substance of the complaint and response may be sent to all Tenderers by the Principal. In response or in partial response to the complaint the Principal may issue addenda to the Tender Documents and may extend the final time for the lodgement of the Tender.

CT4.10 ACCEPTANCE OF TENDER

The Principal may accept a Tender for the whole of the Works or where the Works are specified in sections, the Principal may accept a Tender for sections of the Works.

The Principal shall not be bound to accept the lowest or any Tender. A Tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance is handed to the Tenderer or is sent by prepaid post or facsimile to or is left at the address stated in the Form of Tender for service of notices and is received by the Tenderer.

On acceptance of the Tender, the successful Tenderer shall be required to execute a Formal Instrument of Agreement. If the successful Tenderer is a corporation the agreement will be executed in accordance with the *Corporations Act 2001 s127*.

Unless and until a Formal Instrument of Agreement is executed the Tender and the Tender Documents together with the notice in writing of acceptance of the Tender shall constitute the contract between the Principal and the successful Tenderer.

GENERAL CONDITIONS OF CONTRACT

This Contract uses Australian Standard 2124 - 1992 (AS2124-1992) as amended as General Conditions of Contract. The text of AS2124-1992 is not included in this document. The Annexure to AS2124-1992, which is referred to in the text and contains the variable elements that relate to this particular contract is set out below.

ANNEXURE TO THE GENERAL CONDITIONS OF CONTRACT.

ANNEXURE to the Australian Standard General Conditions of Contract. (As amended for ACT Government use.)

PART A

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the Territory of: (Clause 1)	Australian Capital Territory
Payments under the Contract shall be made at: (Clause 1)	20 Challis Street DICKSON ACT 2602
The Principal: (Clause 2)	G.E.Shaw & Associates (ACT) Pty Ltd
The address of the Principal:	20 Challis Street DICKSON ACT 2602
The Superintendent: (Clause 2)	G.E.Shaw & Associates (ACT) Pty Ltd
The address of the Superintendent::	. 20 Challis Street DICKSON ACT 2602.
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	Not Applicable
Bill of Quantities--the alternative applying: (Clause 4.1)	Alternative two
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Not Applicable
Contractor shall provide security in the amount of: (Clause 5.2)	10% up to 5% of Contract Sum
Principal shall provide security in the amount of: (Clause 5.2)	Nil
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	See special condition 1.01.2
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50%
Interest on retention moneys and security the alternative applying: (Clause 5.9)	Alternative Two
The number of copies to be supplied by the Principal: (Clause 8.3)	One
The number of copies to be supplied by the Contractor: (Clause 8.4)	Three

The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	14 days.
Work which cannot be subcontracted without approval: (Clause 9.2)	All works with an estimated subcontract value of greater than \$50,000
The percentage for profit and attendance: (Clause 11 (b))	10%
The amount or percentage for profit and attendance: (Clause 11 (c))	Not Applicable
Insurance of the Works the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	20%
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	20%
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
The additional amount or percentage: (Clause 18(v))	10%
Public Liability Insurance the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$10,000,000
The time for giving possession of the Site: (Clause 27.1)	90 days
The Date for Practical Completion: (Clause 35.2)	28 February 2005
Liquidated Damages per day: (Clause 35.6)	\$500 per day
Limit of Liquidated Damages: (Clause 35.7)	unlimited
Bonus per day for early Practical Completion: (Clause 35.8)	Not Applicable
Limit of bonus: (Clause 35.8)	Not Applicable
Extra costs for Delay or Disruption: (Clause 36)	Nil unless the delay is greater than 7 days for each cause
The Defects Liability Period: (Clause 37)	52 Weeks
The Charge for overheads, profit, etc for Daywork: (Clause 41 (f))	12.5%

Times for Payment Claims: (Clause 42.1)	Claims to be submitted by the 25 th day of the month for payment by the end of following month
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1 (ii))	Nil
Retention Moneys on: (Clause 42.3)	10% up to 5% of Contract Sum
Unfixed Plant or Materials the alternative applying: (Clause 42.4)	Alternative three
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	90 days
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative two
The person to nominate an arbitrator: (Clause 47.3)	The Managing Director of G.E.Shaw & Associates (ACT) Pty Ltd
Location of arbitration: (Clause 47.3)	Australian Capital Territory

SPECIAL CONDITIONS OF CONTRACT

PART 1 GENERAL

The conditions specified in these Special Conditions of Contract will take precedence over the conditions specified in the AS2124-1992 General Conditions of Contract.

1.01 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

1.01.1 FORM OF SECURITY

Delete Clause 5.3 and substitute the following.

5.3 Form of Security.

The security shall be in the form of one or more of:

- (a) cash; or
- (b) bonds or inscribed stock issued by a Government of:
 - (i) Australia; or
 - (ii) A state of Australia; or
 - (iii) A territory of Australia;or
- (c) An unconditional undertaking in the form of the unconditional undertaking attached to the General Conditions of Contract and given by a financial institution which:
 - (i) is approved by the Principal; and
 - (ii) is a body regulated by the Australian Prudential Regulation Authority pursuant to the *Australian Prudential Regulation Authority Act 1998*; and
 - (iii) has a Standard and Poors credit rating of 'A' or better.

1.01.2 RECOURSE TO RETENTION AND CONVERSION OF SECURITIES

Delete Clause 5.5 and substitute the following.

5.5 Recourse to Retention Moneys and Conversion of Securities

A party may have recourse to retention moneys and/or cash security and/or may convert into money security that does not consist of money where the party has become entitled to exercise a right under the Contract in respect of the retention moneys and/or security.

1.01.3 TERMINATION OF A NOMINATED SUBCONTRACT

Delete Clause 10.6 and substitute the following.

10.6 Termination of a Nominated Subcontract

The Contractor shall not unreasonably terminate a Subcontract for Nominated Subcontract Work and as early as possible the Contractor shall notify the Superintendent of the Contractor's intention to terminate and the reasons. If a Nominated Subcontractor repudiates or abandons a Subcontract or it is terminated, the Contractor shall forthwith notify the Superintendent in writing and the Superintendent shall proceed under Clause 10.3 to nominate a Nominated Subcontractor to complete the Subcontract work. Alternatively, the Contractor may notify the Superintendent that the Contractor elects to complete the Subcontract work without the use of a further Nominated Subcontractor.

Clause 11(b) shall only apply where the Contractor has terminated the Subcontract due to insolvency of the Subcontractor for any of the reasons listed in Clause 44.11. (a) to (l) inclusive.

In all other circumstances the Contractor shall be paid only the amount which it would have been paid pursuant to Clause 11(b) if the Subcontract had not been terminated.

1.01.4 WORKING HOURS

Clause 32 is amended by the addition of the following.

Unless the Contract otherwise provides, the working hours shall be up to 9 hours per day worked between 7.00 am and 5.00 pm or as required by an Industrial Award or Ratified Agreement, and the working days shall be Monday to Friday inclusive, but excluding public holidays and one day every 4 weeks, usually a Monday, which is a building industry rostered day off.

In approving a variation to the working hours or working days, the Superintendent may attach conditions. Such conditions may include but are not limited to a prohibition of, or restriction on, the performance of work which requires inspection or attendance by or on behalf of the Principal and notwithstanding Clause 32, may also include a requirement that the Contractor meets the costs of such inspection or attendance of work during such varied times approved by the Superintendent.

1.01.5 EXTENSIONS OF TIME FOR PRACTICAL COMPLETION

Delete Clause 35.5 (b) (ii)

1.01.6 DELAY OR DISRUPTION COSTS

Clause 36 is amended by the addition of the following.

An event referred to in Clause 35.5(b)(i) shall be an event which relates solely to the Contract.

1.01.7 PAYMENT FOR UNFIXED IMPORTED PLANT AND MATERIALS

Delete Clause 42.1 (i).

1.01.8 FINAL PAYMENT CLAIM

Delete Clause 42.7 and substitute with the following.

42.7 Final Payment Claim

Within 28 days after the expiration of the last Defects Liability Period or last Consolidation Period, which ever is the later, the Contractor shall lodge with the Superintendent a final payment claim and endorse it 'Final Payment Claim'.

The contractor shall include in that claim all monies which the Contractor considers to be due from the Principal under or arising out of the Contract or any alleged breach thereof.

After expiration of the period for lodging of a Final Payment Claim, any claim which the contractor could have made against the Principal and has not been made shall be barred.

1.01.9 INTEREST ON OVERDUE PAYMENTS

Delete Clause 42.9 and substitute with the following.

42.9 Interest on Overdue Payments

The *Government Procurement Act 2001* (ACT) shall apply to monies owed by the Principal.

Interest on monies owed by the Contractor is payable at the rate worked out under the Supreme Court Rules, order 42A (Interest on judgments) as if the unpaid amount were a judgment of the Supreme Court. The liability to pay interest commences on the 25th day of the month following the month when the account became payable.

1.01.10 TIME FOR NOTIFICATION OF CLAIMS

Clause 46 is amended as follows.

46.1 Contractor's Prescribed Notice

In the second paragraph delete the expression 42 days and in lieu thereof substitute the expression 28 days.

46.2 Time for Disputing Superintendent's Direction

In the second last line of Clause 46.2 delete the expression 56 days and in lieu thereof substitute the expression 28 days.

1.01.11 ANNEXURE TO THE GENERAL CONDITIONS OF CONTRACT

Part A of the Annexure, pages 42 to 45, is replaced by the Part A Annexure contained in this Contract. The Separable Portions page of the Annexure, page 46, is replaced by Special Condition of Contract 7.03. Part B of the Annexure, page 48, is replaced by these Special Conditions of Contract.

1.01.12 APPROVED FORM OF UNCONDITIONAL UNDERTAKING

The Approved Form of Unconditional Undertaking contained in the General Conditions of Contract is replaced by the standard Deed of Unconditional Undertaking that will be supplied by the Principal at the time of acceptance of tender.

1.01.13 CONDITIONS OF TENDERING

The Australian Standard General Conditions of Tendering contained in AS 2125 is replaced by the Conditions of Tendering contained in this Contract Document.

1.01.14 TENDER FORM

The Tender Form contained in AS 2125 is replaced by the Form of Tender contained in this Contract Document.

1.01.15 FORMAL INSTRUMENT

The Australian Standard Form of Formal Instrument of Agreement, AS 2127, is replaced by the Formal Instrument of Agreement contained in this Contract Document.

1.02 EMPLOYMENT OF APPRENTICES

The Contractor shall employ on the works at least one apprentice for each four like tradesmen employed on the works by the Contractor or his Subcontractors and provide adequate supervision of all apprentices and ensure that they receive experience appropriate to their Trade Apprenticeship.

1.03 CONDITIONS OF EMPLOYMENT

The Contractor must ensure that all employees of the Contractor engaged on any part of the Works:

- (a) are employed under conditions of employment not less favourable than the relevant industrial award or agreement;
- (b) are not prevented or hindered by the Contractor from joining a trade union;
- (c) have been paid all monies due and payable to them in respect of their employment; and
- (d) where eligible, have been paid any superannuation entitlements.

If the Principal so requests, the Contractor must provide a statutory declaration attesting that the Contractor is complying with the requirements of Special Conditions of Contract Clause 1.03.

The Contractor must contractually bind its sub-consultants and sub-contractors with conditions and declaratory requirements similar to those expressed in this Special Conditions of Contract Clause 1.03.

1.04 SCREENING OF CONTRACTOR AND EMPLOYEES

The Contractor, if requested to do so, must submit to the Principal the personal particulars and two copies of an identification photograph of any employee engaged by the Contractor to undertake the Services required, within seven (7) days of such a request.

When requested to do so by the Principal in writing, the Contractor and its employees must provide all information and do any other act or thing for the purpose of assessing the suitability and fitness of that person to provide the Services, including but not limited to giving finger prints to any police force.

The Principal may, at its absolute discretion, by notice in writing to the Contractor, withhold or withdraw approval for the engagement of any person. In such instances the Principal will not be liable for any detriment caused by the withholding or withdrawal of approval.

If the Principal withholds or withdraws approval for any person under this clause, the Contractor must not permit that person to perform any Services under this Contract.

1.05 STATUTORY REQUIREMENTS

The Contractor is not required to submit plans supplied by the Principal to local or other authorities for approval unless otherwise required by the Contract. Unless otherwise provided, the Contractor shall arrange for the connection of all water, drainage, sewerage, gas and electricity services. The Contractor shall apply for and maintain all relevant permits and licences and pay all fees and charges levied by the relevant authority.

1.06 OCCUPATIONAL HEALTH AND SAFETY

The Contractor is to ensure that all work under this contract is performed in accordance with the *Occupational Health and Safety Act 1989* (ACT). The Contractor must also ensure the work is performed in accordance with the approved Codes of Practice issued by ACT Workcover and Comcare.

Before any portion of the work under this contract is performed outside these Codes of Practice the Contractor must document the variation and be able to demonstrate that the level of safety will not be reduced as a result of following an alternate process.

Hard copies of the Codes of Practice may be viewed at ACT Workcover at Level 4 Eclipse House, 197 London Circuit, Canberra. They are also electronically available from the Publications section of ACT Workcover's website http://www.workcover.act.gov.au/content/pdfs/0202_codes_of_practice.pdf

1.07 EXECUTION OF AGREEMENT

The parties agree the Formal Instrument of Agreement for this Contract must be executed within eighteen days of the date of the Letter of Award.

1.08 AFFIRMATIVE ACTION

The Contractor must comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* (Commonwealth) 'the Act'. Information about the Act may be obtained from the Federal Affirmative Action Agency.

The Contractor must not enter into a subcontract under this Contract with a subcontractor named by the Federal Director of Affirmative Action as an employer currently not complying with the Act.

1.9 SMOKE FREE WORKPLACE

The internal areas of existing buildings which comprise the work site shall be considered a smoke free workplace. It is the Contractor's responsibility to ensure that employees and subcontractors comply with this condition.

PART 2 DOCUMENTS

2.01 DRAWINGS AND INFORMATION FOR PRACTICAL COMPLETION

Despite any other provision of this Contract, the Date of Practical Completion of the Works, or a Separable Portion of the Works, can be no earlier than the date of the issue of a 'certificate of occupancy' for the Works or a Separable Portion of the Works for which the 'certificate of occupancy' is to be issued in accordance with this Contract and pursuant to the *Building Act 1972*.

The Superintendent shall not certify the Date of Practical Completion for the Works or a Separable Portion of the Works for which a 'certificate of occupancy' is to be issued in accordance with this Contract and pursuant to the *Building Act 1972*, as a date earlier than the date of the issue of the 'certificate of occupancy'.

The Superintendent shall not issue a Certificate of Practical Completion for or in respect of the Works or a Separable Portion of the Works for which a 'certificate of occupancy' in accordance with this Contract and pursuant to the *Building Act 1972* is to be issued until the issue of the 'certificate of occupancy'.

Unless otherwise directed the Contractor shall supply to the Superintendent complete sets of the documents, as specified below, as required by Paragraph (c) of the definition of 'Practical Completion' Clause 2.

Document Number of Copies.....Three.....

2.02 DIMENSIONS AND LEVELS

The layout of plant and equipment as shown on the Drawings is diagrammatic only. The Contractor shall obtain measurements and other information necessary to carry out the Works.

If the Works include alterations and/or additions to existing work, the Contractor shall verify the dimensions of the existing work before proceeding and notify the Superintendent of discrepancies.

Spot levels shall take precedence over contour lines and ground profile lines.

2.03 CONTRACTOR'S DOCUMENTS

Where the Contract requires the Contractor to supply documents such as shop drawings, technical schedules, or other written information, they are to be supplied in sufficient time for examination, and revision if necessary, to occur before they are required for use.

2.04 WORK AS EXECUTED DRAWINGS

As the submission of Operation and Maintenance Manuals and 'As Installed' drawings by Services Contractors has been very slow, the Project Manager will assume responsibility for the preparation and submission of these documents. The fact that the preparation of the drawings and manuals has been removed from the Contractors Works, does not relieve the Contractor from the responsibility of providing accurate 'mark-ups' of contract drawings indicating any changes carried out during construction, within seven days of completing the works. The Contractor must also provide all ITP's, certification and manufacturers literature for inclusion in the manual. The Project Manager will not grant Practical Completion to the Contractor, and will withhold a sum equivalent to five per cent of the contract value until this information has been provided to the Project Manager.

S3, 4 & 5 - Management System Requirements

Management System requirements currently include; Quality System, Occupational Health Safety and Rehabilitation System (OHS&R) and Environmental Management System (EMS). Separate management systems or a combination system are acceptable. The following are model specification clauses which may be used as a basis for specifying contractual requirements:

PART 3 QUALITY ASSURANCE

3.01 QUALITY SYSTEM REQUIREMENTS

The Contractor shall:

- i have in place a functioning Quality System certified as meeting the Principal's requirements. ACT Government second party certification is required. Third party certification in accordance with the latest edition as amended of AS/NZS ISO 9001:2000 is acceptable; and
- ii provide the Superintendent and Principal or Principal's Agent with access at all times to the Contractor's and each of the Subcontractor's Quality Systems to enable monitoring and quality auditing.

The implementation of Quality Systems shall not relieve the Contractor of the Contractor's obligations under the Contract.

Specific quality requirements are included in the Specification and the forms/tables listed on Quality Requirements Index Form USF944. The Quality System requirements of the Technical Specification will take precedence over the requirements of this Part 3 - Quality Assurance.

3.02 PROJECT QUALITY PLAN AND PROGRAM OF WORK

The Contractor shall prepare and supply to the Superintendent for direction as to its suitability a Project Quality Plan in accordance with Clause 8.4. That plan shall be provided not later than 14 days after acceptance of the contract and shall specify

- the quality objectives to be attained for the Project
- the specific procedures, methods and work instructions to be applied
- the proposed construction program
- the procurement plan (materials and services)

- key staff and responsibilities
- staff induction and training plan
- the inspection and testing plan
- schedule of forecast monthly progress claims
- schedule of proposed quality records to be submitted
- audit program, and
- other measures necessary to meet the quality objectives including a method for changes and modifications to the Project Quality Plan as the Project proceeds.

The Project Quality Plan shall specify a construction program consistent with the Contract showing

- the sequence of work under the Contract,
- the Principal's nominated milestone control points,
- the critical path of activities related to the work under the Contract,
- proposed staging of the works, including the dates by which or the time within which the various stages or portions of the work are to be executed, and
- any other information which the Specification requires be included in the construction program.

The Contractor shall review the construction program each month and submit any revision for the Superintendent's acceptance.

The Contractor shall mount and display in the Contractor's site office a bar chart or network diagram based on the construction program and maintain it so that it accurately depicts the progress of the work under the Contract.

The Superintendent shall notify the contractor as to the suitability of the submitted project quality plan. The plan shall be taken as suitable if the Superintendent has not responded within 7 days.

The acceptance by the Superintendent of the Contractor's Project Quality Plan does not relieve the Contractor of complying with and demonstrating compliance with the Specification.

3.03 INSPECTION AND TEST PLANS

Unless otherwise permitted by the Superintendent, not later than 14 days after acceptance of the contract, the Contractor shall submit Inspection and Test Plans to the Superintendent for direction as to their suitability in accordance with Clause 8.4.

The Contractor may progressively submit to the Superintendent Inspection and Test Plans which meet the requirements of the Project milestone control point dates for the review and acceptance of the Superintendent.

The Contractor shall be notified by the Superintendent as to whether or not the Superintendent has accepted as suitable the proposed Inspection and Test Plans. If the Superintendent does not accept the proposed Inspection and Test Plans the Contractor shall submit such revised proposed Inspection and Test Plans as shall be accepted by the Superintendent.

Notwithstanding the requirements of Clause 31.3, the Contractor shall plan and undertake the inspections and tests to determine that the Works have been constructed in accordance with the Contract. In planning the inspection and tests, the Contractor shall ensure that the plan requires the Contractor to inspect and test the characteristics and observe the criteria specified by the Contract.

The acceptance by the Superintendent of the Contractor's Inspection and Test Plans does not relieve the Contractor of complying with and demonstrating compliance with the Contractor's obligations to construct the Works in accordance with the Specification.

3.04 INSPECTION AND TESTING EQUIPMENT

The Contractor shall ensure that Inspection, Measuring and Test Equipment used by the Contractor and Subcontractors for verifying that the Works meet the requirements of the Contract is calibrated in accordance with standard AS3912.1 "Quality Assurance Requirements For Measuring Equipment Part 1: Metrological Confirmation System For Measuring Equipment".

Where Inspection, Measuring and Test Equipment has not been calibrated within the six (6) months prior to use on the Project, the Inspection, Measuring and Test Equipment shall be recalibrated, unless the Superintendent determines that due to the nature and circumstances of use of the Inspection, Measuring and Test Equipment the current calibration is acceptable. The Superintendent shall be give such authorisation to the Contractor in writing.

The Contractor shall make available records of calibration of Inspection, Measuring and Test Equipment to the Superintendent upon request by the Superintendent.

3.05 TESTING

At any witness and/or hold points identified, the Contractor shall provide sufficient notice to the Superintendent. The inspection and tests in respect of witness points may be carried out by the Contractor without the attendance of the Superintendent.

Unless otherwise specified or approved, all testing under the Contract shall be carried out by a laboratory which is registered for the inspection or testing required at the witness and/or hold point with the National Association of Testing Authorities.

3.06 NONCONFORMING WORK

If the Contractor discovers or is notified of any material or work, which is not in accordance with the Contract, the Contractor shall promptly initiate the nonconformance/corrective action procedure required by the Contractor's Quality System.

If the Contractor proposes a disposition of any nonconforming materials or work which varies the requirement of the Contract, such a proposal shall be submitted in writing to the Superintendent whose decision on the proposal shall be obtained in writing before the material or work which it represents is covered up or incorporated in the Works.

Nonconformances shall be promptly notified to the Superintendent.

3.07 SURVEILLANCE AND MONITORING

The Contractor shall ensure, by surveillance, monitoring and audit, that each of the Subcontractors engaged to carry out work under the Contract has established and maintains a quality system which will enable the Subcontractor to meet the Contractor's obligations under the Contract. Alternatively, the Contractor is to include within the Contractor's own quality system, the activities of Subcontractors. An audit schedule for the project is required as part of the quality plan to demonstrate that this surveillance has been planned.

The Contractor shall permit the Principal, his agent or representatives nominated by the Principal to enter any of the Contractor's premises and shall procure the permission of the Contractor's Subcontractors to the Principal or representatives nominated by the Principal entering the Subcontractor's premises for the purpose of quality audit and surveillance. The Contractor shall ensure that any contract between the Contractor and a Subcontractor permits the Principal or the Principal's representative to enter any of the Subcontractor's premises at any time for that purpose.

3.08 QUALITY RECORDS TO BE PROVIDED BY THE CONTRACTOR

The Quality Records to be submitted shall include those records which the Contractor is obliged to supply pursuant to any other provision of Contract.

The Contractor shall submit Quality Records relevant to the completed stages of the work under the Contract in respect of which the Contractor has submitted claims for payment at the time at which the Contractor makes the claims for payment and upon handover of the Works at Practical Completion so as to provide evidence that the requirements of the Contract have been met.

From the commencement of the Contract until the date of Practical Completion, the Contractor shall establish, file and maintain all records which demonstrate implementation of the Contractor's Quality System (including specified Quality Records) up to date and on-hand at the Site office for inspection at any time by the Superintendent and the Principal or their nominated representatives

3.09 CASH FLOW / PROGRESS CLAIMS

At the commencement of the Contract, the Contractor shall supply a schedule of the anticipated monthly progress claims, which will be made throughout the Contract. The Contractor shall supply a revised schedule with each month's progress claim.

3.10 PROCESS CONTROL

Documented process control procedures shall be prepared as required under the Contract to address the planning, process descriptions, process verification and control of work (as described in HB90.3-2000 clause 7.5 and Appendix 'A' and identify all relevant factors affecting the quality of the product.

3.11 PROCESS CONTROL – Survey RESERVED

3.12 SPECIAL PROCESSES

The Contractor shall identify any work processes (including subcontracted work) for which results cannot be fully verified by subsequent inspection and testing. Such processes may have been identified as being Special Processes as defined in ISO9001 (ie they require controlled processes, pre approved). The Contractor shall, at least 14 days prior to intended implementation, submit to the Superintendent for his approval details of proposed procedures and operator qualifications intended to satisfy the planning, execution and verification of such Special Processes.

3.13 MATERIALS AND ITEMS SUPPLIED BY PRINCIPAL

Where materials and other items are specified as Principal Supplied Products, to be supplied free of charge to the Contractor for use in the execution of the works, the Contractor shall take delivery of the materials and thereafter be responsible for them. The Contractor shall comply with any special handling and/or storage requirements to be applied to the materials and/or items.

3.14 INTERPRETATION

Terms used in Part 3 and Special Conditions of Contract Clause 7.05 shall have the meanings attributed to such terms in the General Conditions of Contract and the latest edition as amended of Australian Standards HB90.3 and AS1057 and International Standard ISO8402. Where a term has a meaning attributed to it by both the General Conditions of Contract and HB90.3.2 or AS1057, the meaning to be given to the term shall be that attributed to it by the General Conditions of Contract.

3.15 RESERVED

3.16 RESERVED

PART 4 OCCUPATIONAL HEALTH SAFETY AND REHABILITATION

4.01 OHS&R SYSTEM REQUIREMENTS

The Contractor shall:

- i have in place a functioning OHS&R System certified as meeting the Principal's requirements. ACT Government second party certification is required. Third party certification in accordance with the latest edition as amended of Australian Standard AS4801 is acceptable and second party certification by another state authority may be considered adequate; and
- ii provide the Superintendent and Principal or Principal's Agent with access at all times to the Contractor's and each of the Subcontractor's Systems to enable monitoring and quality auditing.

The implementation of OHS&R Systems shall not relieve the Contractor of the Contractor's obligations under the Contract.

Specific requirements are included in the Specification and may form part of submissions required in the forms/tables listed on Quality Requirements Index Form USF944.

An OHS&R Management System involves a contractor:

- recognising its duty of care to employees and the wider community;
- developing an OHS&R Policy that has the total support of management;
- having planning processes and procedures in place that have the capacity to identify possible health and safety impacts;
- having planning processes and procedures in place to develop measures to minimise health and safety impacts and risks;
- establishing a formal communication process for consultation and input from all staff on health and safety matters;
- establishing responsibilities and procedures for implementing required mitigation measures and for rehabilitating affected staff;
- establishing systems and procedures to review the implementation process; and
- establishing a process of management review of systems and procedures that supports the OHS&R policy and which will lead to continually improving performance.

4.02 PROJECT OHS&R PLAN

The Contractor shall prepare and supply to the Superintendent for direction as to its suitability an OHS&R Plan either as a discrete plan or as a component of the project plan in accordance with Clause 8.4. That plan shall be provided not later than 14 days after awarding of the contract and shall specify:

- the OHS&R objectives to be attained for the Project;
- the specific procedures, methods and work instructions to be applied;
- key staff and responsibilities;
- staff induction and training plan;
- schedule of proposed OHS&R records to be submitted;
- audit program, and
- other measures necessary to meet the OHS&R objectives including a method for changes and modifications to the OHS&R Plan as the Project proceeds.

The Superintendent shall notify the contractor as to the suitability of the submitted plan. The plan shall be taken as suitable if the Superintendent has not responded within 7 days.

The acceptance by the Superintendent of the Contractor's Plan does not relieve the Contractor of complying with and demonstrating compliance with the Specification.

4.03 SAFETY

The Contractor shall promptly notify the occurrence, and furnish a written report to the Superintendent, of the following:

- a. accidents involving death or personal injury;
- b. accidents involving damage to property;
- c. accidents involving loss of time;
- d. incidents with accident potential such as equipment failure, slides, cave-ins and the like.

PART 5 ENVIRONMENTAL MANAGEMENT SYSTEMS

5.01 EMS REQUIREMENTS

The Contractor shall:

- i have in place a functioning System certified as meeting the Principal's requirements. ACT Government second party certification is required. Third party certification in accordance with the latest edition as amended of Australian Standard AS 14000 is acceptable; and
- ii provide the Superintendent and Principal or Principal's Agent with access at all times to the Contractor's and each of the Subcontractor's Systems to enable monitoring and quality auditing.

The implementation of Systems shall not relieve the Contractor of the Contractor's obligations under the Contract.

Specific EMS requirements are included in the Specification and may form part of submission requirements.

An Environmental Management System involves a contractor:

- accepting that its activities, products or services have an impact on the environment;
- developing an Environmental Policy that has the total support of management;
- having planning processes and procedures in place that have the capacity to identify possible environmental impacts;
- having planning processes and procedures in place to develop mitigation measures to minimise environmental impacts;
- establishing responsibilities and procedures for implementing required mitigation measures;
- establishing systems and procedures to review the implementation process;
- establishing a process of management review of systems and procedures that support the Environmental Policy and which will lead to continually improving performance.

5.02 ENVIRONMENTAL MANAGEMENT PLAN

The Contractor shall prepare and supply to the Superintendent for direction as to its suitability an Environmental Management Plan (EMP) as a discrete plan or as a part of the project plan in accordance with Clause 8.4. That plan shall be provided not later than 14 days after awarding of the contract and shall specify:

- the environmental objectives to be attained for the Project;
- the specific procedures, methods and work instructions to be applied;
- key staff and responsibilities;
- staff induction and training plan;
- schedule of proposed environmental records to be submitted;
- audit program, and
- other measures necessary to meet the environmental objectives including a method for changes and modifications to the EMP as the project proceeds.

5.03 Environmental Authorisations and Environmental Protection Agreements

Before commencing the Works the contractor shall obtain an Environmental Authorisation or enter into an Environmental Protection Agreement with Environment ACT (part of the ACT Department of Urban Services) and provide a copy of this applicable Authorisation or Agreement to the Superintendent. Environment ACT on telephone (02) 62072153 will provide further details.

5.04 EXISTING FLORA

The Contractor shall protect from damage all trees and other plants which:

- a. are shown or specified to be retained; or
- b. are beyond the limits allowed to the Contractor; or
- c. which need not be removed or damaged for construction operations.

On any sites where trees, shrubs, lawns or gardens are affected by the work, the Contractor shall give fourteen (14) days notice (prior to commencing work) to the principal to allow it sufficient time to reply or remove any trees, plants, etc which they require. Removal of all other flora remains the responsibility of the Contractor.

5.05 DUST AND NOISE

The Contractor shall restrict dust caused by the Works to a minimum.

The Contractor shall take all practicable steps to minimise noise resulting from the Works.

5.06 WASTE MANAGEMENT

For Works that are the subject of a Development Application and/or Building Application, the Contractor shall comply with the *Development Control Code for best practice waste management in the ACT*. The Waste Management Plan Parts 3 and 4 included in this code form part of the Contract. Before the Contractor commences work the Contractor shall lodge with the Superintendent a completed Waste Management Plan Part 3 (Demolition Waste Proforma) and/or a Waste Management Plan Part 4 (Construction Waste Proforma). Notwithstanding the provisions of Clause 27.1, if the Contractor has failed to lodge the appropriate proforma(s), the Principal may refuse to give the Contractor possession of site or any part of the site until the Contractor lodges the proforma(s) with the Superintendent.

Existing unit paving, asphalt paving, base course material, concrete kerbing and plant material such as trees and shrubs shall be recycled in an approved manner. If required, any material to be recycled shall be stored on site or other approved location to facilitate efficient handling of the material. The disposal of material to be recycled shall be included in the quality plan for the project and witnessed by the Superintendent.

PART 6 CONTRACTING

6.01 INDEMNITY

In addition to the Contractor's obligation under Clause 17 the Contractor shall indemnify the Principal against any claim, demand, action, suit or proceeding that may be brought or made against the Principal by any person in respect of any financial or consequential loss or expense incurred by that person by reason of any act, default or neglect of the Contractor in the performance of the work under the Contract, as a consequence of any delay by the Contractor in executing or failing to complete work under the Contract and from any costs and expenses that may be incurred by that person in connection with any such claim, demand, action, suit or proceeding.

6.02 COLLUSIVE ARRANGEMENTS

The Contractor warrants and represents to the Principal and agrees with the Principal that it is a condition precedent to the agreement between itself and the Principal that:

- a it has no knowledge of the tender price, including rates, of any other tenderer for the work under the Contract;
- b except as disclosed in the tender, it has not entered into any Contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association or to or on behalf of any other tenderer in relation to this tender or any Contract to be entered into consequent thereon, nor paid or allowed any money that account, nor will it pay or allow any money on that account;
- c except by prior agreement with the Principal it has not paid or allowed or entered into any Contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other Tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to its tender or this Contract entered into consequent thereon, nor will it pay or allow or receive any money as aforesaid;

- d in the event of the Contractor receiving any money from another Tenderer in relation to this tender, such money or the value of any allowance shall be held in trust for and become immediately available to the Territory.

6.03 CONTRACTOR'S REPRESENTATIVE

The Contractor's representative shall have sufficient command of the English language and of Australian construction and technical terminology to be able to read, converse and receive instructions in English.

6.04 MEASUREMENT OF WORK

For the purposes of the Contract and unless otherwise specified in the Contract, work shall be measured as follows:

- a. Building Work: In accordance with the Australian Standard Method of Measurement of Building Works.
- b. Civil Engineering Work: In accordance with AS 1181, "Method of measurement of civil engineering works and associated building works".

6.05 USE OF AS2545 - GENERAL CONDITIONS OF SUBCONTRACT- Reserved

6.05 PAYMENT FOR MATERIALS, PLANT AND EQUIPMENT -RESERVED.

6.06 PAYMENTS FOR IMPORTED PLANT OR EQUIPMENT.

Progress payments, limited to 80% of the value shown on the Certified Customs Invoice for each item, may be made for the items of plant and equipment listed below which are manufactured overseas specifically for incorporation into the Works, subject to the following conditions:

- a. The receipt by the Superintendent of relevant shipping and insurance documents;
- b. The receipt by the Superintendent of satisfactory and certified test results and/or inspection certificates relating to tests and/or inspections which the Superintendent may require to be carried out on the plant or equipment at its place of manufacture.

Items for which payment may be made:
.....

6.09 IMPORT COSTS

6.08 IMPORT COSTS – RESERVED.

6.09 COST ADJUSTMENT – RESERVED.

6.10 NO "PAID IF PAID" CLAUSES IN SUBCONTRACTS

The Contractor shall ensure that there is no term in the contract between the Contractor and any subcontractor which is to the effect that the Contractor shall pay the subcontractor only if the Contractor is paid (for the work carried out by the subcontractor) by the Principal.

PART 7 ADMINISTRATION

7.01 SITE MEETINGS

Site meetings attended by the Contractor, appropriate subcontractors, and the Superintendent, shall be held throughout the duration of the Contract at a frequency determined by agreement between the Superintendent and the Contractor. If agreement cannot be reached the Superintendent will determine frequency. Minutes kept of such meetings by the Superintendent and copies provided to each party within three working days after each meeting.

At the first Site meeting the Superintendent and the Contractor shall submit to each other the names and telephone numbers of all responsible persons who may be contacted after hours during the course of the Contract.

7.02 AMOUNT OF SECURITY

The scales and level of security and retention applying in this Contract shall be:

- a where the Contract Sum does not exceed \$500,000; security equal to 5% of the Contract Sum.
- b where the Contract Sum exceeds \$500,000; security of \$25,000 (ie. 5% of the \$500,000) plus 3% of the amount by which the Contract Sum exceeds \$500,000.

As an alternative to Clause a. above, the Contractor may elect to provide security equal to 1% of the Contract Sum within the time stated in Clause 5.4, and retention moneys will be deducted from Progress Payments at the rate of 10% until the amount of security plus retention held equals 5% of the Contract Sum.

The Security shall be in the form of cash, Government Bonds or Inscribed Stock, or an Unconditional Undertaking or certificate in a form approved in writing by the Principal and given by a financial institution approved in writing by the Principal. If the security is not transferable by delivery it shall be accompanied by an executed transfer thereof to the Principal and the costs and expenses (including all stamp or other duties) of and incidental to the said transfer shall be borne by the Contractor.

The Principal shall not be liable to pay the amount of the first or any progress certificate unless and until the Contractor has provided security in accordance with this Special Conditions of Contract Clause 7.02. Such unpaid progress certificates shall be deemed not to be overdue payments.

7.03 RESERVED

7.04 PROGRAM OF WORK.

Notwithstanding Clause 33.2, not later than four weeks after the date of Possession of Site, the Contractor shall supply to the Superintendent a construction program consistent with the requirements of the Contract showing the sequence of work, the critical path of activities related to the work, the dates by which or the time within which the various stages or portions of the work are to be executed, and any other information specified to be provided.

The Contractor shall revise the construction program each month in the light of the progress of the work and submit the revision with each progress claim.

The Contractor shall mount and display in the Contractor's Site office a bar chart or network diagram based on the construction program and keep it up to date.

7.05 PROGRESS CLAIMS

At the commencement of the Contract, the Contractor shall supply a schedule of the anticipated monthly progress claims which will be made throughout the Contract. The Contractor shall supply a revised schedule with each month's progress claim.

7.06 FIRST PROGRESS PAYMENT

Notwithstanding any other provision of this Contract, the Principal retains the option not to pay any moneys pursuant to this Contract until after:

- a the Contractor has lodged the security deposit defined in the letter of award issued by the Principal; and
- b the Contractor has signed the copies of this Contract forwarded to it by the Principal and returned the signed copies to the Principal. The provisions of Clause 42.9 will not apply to moneys not paid in accordance with this clause.

7.07 PAYMENTS LIMITATIONS – RESERVED.

PART 8 SITE

8.01 RESERVED.

8.02 RESERVED.

8.03 RESERVED.

8.04 ACCESS FOR VISITORS

The Principal may require that the Site be available from time to time for access by visitors.

8.05 RESERVED

8.06 ASBESTOS

The Contractor shall report all asbestos found on the Site to the Superintendent. The Contractor shall employ a suitably qualified person to dispose of the asbestos in accordance with safety regulations.

8.07 OCCUPIED PREMISES

The Contractor acknowledges that the Principal has entered into or will enter into contracts with other Contractors, suppliers, special tradesman, artists and others to carry out work on or near the Site concurrently with the work under the Contract and, consequently, the Contractor acknowledges that in the works performed by others reliance will be placed upon the Contractor's performance of the Work under the Contract. The Contractor shall co-operate with the Superintendent and such persons engaged by the Principal in the course of carrying out the Works so as to avoid interference, disruption or delay to the works performed by others and shall promptly make good at his own expense all injury, damage, loss or expense that may be incurred by the Principal or such persons engaged by the Principal due to the Contractors act, default or omission.

The Contractor hereby indemnifies the Principal against all claims, losses or damage that is incurred by the Principal as a result of such interference, disruption or delay.

The Contractor shall be responsible for and shall be deemed to have made provision for the work and expense of co-ordination and integration of the Work with the work performed by others.

If the execution of any part of the Work under the Contract is dependent upon the quality and completeness of the work performed by others, the contractor shall thoroughly inspect such work and immediately report all defects (if any) which are apparent from such thorough inspection and which render such work unsuitable for the proper execution of the Work under the Contract. If the Contractor fails to report such defects to the Construction Manager immediately, the Contractor shall be deemed to have accepted such works as suitable for the purposes of carrying out the Work under the Contractor and shall not be entitled to make any claim in relation thereto.

If applicable to the Work under the Contract, the Contractor shall provide the Superintendent with all information relating to cutting and forming of openings, holes, chases and grooves as may be required to accommodate its services with the work performed by others in sufficient time to enable proper co-ordination. The Contractor shall ascertain the routes of all its services in co-ordination with all other services and the position of all floor outlets, traps, conduits, pipes and cables in connection with the installation of plant and services. The breaking or cutting of completed work shall be avoided wherever possible. Damage caused in the course of the Work under the Contract shall be made good by the appropriate trades and the surface finished to match adjacent surfaces. The cost of the making good shall be borne by the Contractor if he has failed to carry out the requirements of this Clause.

It shall be the duty of the Contractor to obtain all up-to-date issues of the construction drawings, schedules, instructions and similar information and it shall ensure that its work conforms accordingly. The Contractor shall ensure that sufficient information is supplied to and obtained from any other relevant Contractor so that the work being carried out by the Contractor is coordinated with the work being carried out by Principal. All such exchange of information is to be carried out through the Superintendent.

8.08 ADJOINING PROPERTY

The Contractor shall arrange a joint inspection with the Superintendent and the owners and occupants of adjoining properties prior to commencement of and on completion of the Works.

At the initial inspection, the Contractor shall make detailed records of conditions existing within the adjoining properties, especially structural defects and other damage or defacement. The Contractor shall arrange for not less than two copies of each record, including drawings, written descriptions and photographs, to be endorsed by the owners and occupants, or their representative, as evidence of conditions existing before commencement of work. The Contractor shall provide one copy endorsed by the owner or occupier of each record to the Superintendent and shall retain the other endorsed copy on the Site.

The Contractor shall give notice of intention to commence work to owners and/or occupants of adjoining property, and give them an outline description of the type and extent of the work.

The Contractor shall not demolish or damage adjoining property shown on the Drawings as encroachments on the Site.

Should the works reveal encroachments of the adjoining property on to the Site or encroachments of existing Site structures on to adjoining property, and should such encroachments not be referred to in the Contract, the Contractor shall obtain instructions immediately such encroachments are revealed.

8.09 ENTRY PERMITS

Each person entering Parliament House shall possess a valid security access pass and shall comply with the applicable conditions of entry.

All contractors are required to complete a request for a Parliament House Security pass prior to being allowed access to Parliament House. This will also involve a Police Check for all contractors who have not held a security pass at Parliament House in the last four years. These forms are attached, and are to be completed ASAP if engaged, as they can take up to twenty working days to process.

PART 9 COMPLETION

9.01 VERMIN – RESERVED.

9.02 FINAL CLEANING UP

On completion work at the Site, the Contractor shall leave all gutters drains and equipment in a thoroughly clean and efficient operating condition. The Contractor shall ensure that all ground areas are finished to an even grade, free of rubbish and that all its' temporary fences and structures are removed. All areas shall be left in a condition similar to that which existed before work commenced.

PART 10 MATERIALS AND WORKMANSHIP

10.01 MANUFACTURERS' RECOMMENDATIONS

The Contractor shall use manufactured items in the work only in accordance with the current published recommendations of the manufacturer relevant to such use.

10.02 STANDARDS

An Australian or other nominated standard or other standard approved by the Superintendent shall be the edition last published prior to one month before the closing date for tenders.

10.03 SITE COPIES OF STANDARDS

The Contractor shall keep on the Site a copy of each standard referred to in the Specification or approved by the Superintendent which specifies site operations or site codes of practice.

10.04 MATERIALS AND ITEMS SUPPLIED BY PRINCIPAL

Where materials and other items are specified to be supplied free of charge to the Contractor for use in the execution of the Works, the Contractor shall take delivery of the materials and thereafter be responsible for them.

10.05 SAMPLES

Items in respect of which samples are specified shall be in accordance with an approved sample, or within a range defined by approved samples.

The Contractor shall be solely responsible for the consequences of delay resulting from failure to allow reasonable time for the assessment and approval of samples, or from the rejection of samples which do not comply with the Specification.

10.06 TESTING

Notwithstanding the requirements of Clause 31.3, the Contractor shall be responsible for arranging the testing directed by the Superintendent.

Unless otherwise specified or approved, all testing under this Contract shall be carried out by a laboratory which is registered with the National Association of Testing Authorities (NATA) for the sampling and testing required. A copy of all test certificates shall be submitted direct to the Superintendent.

When the Contractor is satisfied that materials for use on this Contract or works carried out are in accordance with the Specification, he shall give written notification to the Superintendent designating the materials or the area of work which is ready for inspection for acceptance. The Superintendent shall provide written advice to the Contractor stipulating any testing required and the test locations.

The materials or work being tested may not be accepted as satisfactory by the Superintendent until the results of all tests relating to that material or work are satisfactory. The Superintendent shall return to the Contractor one copy of the test certificates endorsed with the Superintendent's acceptance or rejection of the material or work which the testing represents.

PART 11 GOODS AND SERVICES TAX

11.01 GOODS AND SERVICES TAX

Words and phrases defined in the GST Act have the same meaning in this clause as in the GST Act.

The Contractor shall supply a tax invoice in respect of a payment to be made by the Territory under this Contract to the Territory before each occasion the Territory must make such a payment. The tax invoice shall, unless inconsistent with the GST Act or other relevant law, include:

- (a) the Territory's reference number;
- (b) the amount due to the Contractor and the basis for the calculation of that amount;
- (c) the amount of any GST paid or payable by the Contractor in respect of the Services, the amount for which is specified pursuant to paragraph (b);
- (d) the date of delivery and a description (including the quality) of the Services to which the invoice relates;
- (e) if a discount is applicable, the discounted price; and
- (f) the Contractor's address for payment.

If the Contractor does not supply a tax invoice in accordance with clause 26 the Territory may:

- (a) refuse to perform any other obligation the Territory is otherwise liable to perform;
- (b) suspend the payment and penalty for late-payment requirements of Clause 42 Special Conditions of Contract Clauses 1.01.9 1.01.10 1.01.11 and the items applicable to Clause 42 in the Annexure to the General Conditions of Contract Part A in their entirety and refuse to pay any amount otherwise payable by the Territory to the Contractor until the claim is rendered on a tax invoice supplied by the Contractor.

Future Changes

If there is any abolition or reduction of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the consideration payable for the supply must be varied so that the Contractor's net dollar margin in respect of the supply remains the same.

PART 12 PRIVACY OF PERSONAL INFORMATION

12.01 RESERVED

12.02 RESERVED

12.03 RESERVED

12.04 RESERVED

12.05 RESERVED

12.06 RESERVED

12.07 RESERVED

12.08 ACKNOWLEDGMENT OF EFFECT OF CRIMES (OFFENCES AGAINST THE GOVERNMENT) ACT

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 10 of the *Crimes (Offences Against the Government) Act 1989*, the maximum penalty for which is two years imprisonment.

12.09 RESERVED

12.10 RESERVED

12.11 RESERVED

PART 13 ADDITIONS – RESERVED.

13.01 NCAP INDICES – RESERVED.

13.02 OTHER – RESERVED.

PART 14 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

The contractor shall comply, in the performance of the Contract, with the requirements of the *National Code of Practice for the Construction Industry* (the Code). Copies of the Code are available from the Australian Procurement and Construction Council Inc (APCC), PO Box 106, Deakin ACT 2600. Phone 02 6285 2255 Fax 02 6282 3787 or can be downloaded at www.apcc.gov.au.

Compliance with the Code shall not relieve the Contractor from responsibility to perform the Contract, or from liability for any defect in the Works arising from compliance with the Code.

Where a change to the contract is proposed and that change would affect compliance with the code the Contractor shall submit a report to the Superintendent specifying the extent to which the Contractor's compliance with the Code will be affected.

The Contractor shall maintain adequate records of the compliance with the Code by itself and its subcontractors. The Contractor shall permit the Principal or any person authorised by the Principal to have access to these records and to its premises, as is necessary to allow validation of its progress in complying with the Code. The Contractor, in all subcontracts, shall require subcontractors to maintain and provide access for the Principal or any person authorised by the Principal to the subcontractor's records and premises to the same extent as required from the Contractor by this clause.

If the Contractor does not comply with the requirements of the Code in the performance of this Contract such that a sanction is applied by the Principal, the Principal, without prejudice to any rights that would otherwise accrue, shall be entitled to record that non-compliance and take it into account in the evaluation of any future tenders that may be lodged by the Contractor or a related corporation in respect of work for the Principal.

The Contractor shall not appoint a subcontractor, consultant or supplier in relation to the Contract where the appointment would breach a sanction imposed by the Principal.

Any subcontracts for works on the project shall be subject to compliance with the Code requirements as set out in the previous paragraphs.

Schedule Form of Undertaking of Compliance with the National Code of Practice for the Construction Industry

.....[Name of tenderer],

.....[ABN & ACN (] (the Tenderer)

has complied with the National Code of Practice for the Construction Industry

(the Code) in preparing its tender solicited by Tender No.

The Tenderer undertakes to comply with the code in performing the contract, should it be the successful tenderer.

The Tenderer acknowledges that it is aware the Principal may impose a sanction on a tenderer or contractor who or which does not comply with the code. The sanction imposed may include but may not be limited to:

- (a) the reporting of the breach to an appropriate statutory body or law enforcement agency;
- (b) a formal warning that continued non-compliance will lead to more severe sanctions;
- (c) reduction in the number of tendering opportunities that are given, for example by excluding the non-complying party from tendering for Government work above a certain value;
- (d) preclusion from tendering for any Government work for a specified period;
- (e) publication of details of the breach and the identification of the party committing the breach;
- (f) referral of the breach to the appropriate industry association for action consistent with industry codes of practice.

.....

.....

[signature of the authorised person(s) making the undertaking, signed in accordance with the Tenderer's Articles of Association if applicable]

SPECIFICATION

Connell Wagner Specification for Security Bollards dated 10 August 2004

SCOPE OF WORK

The scope of work comprises the design, manufacture, supply, installation and maintenance of bollards.

Allow for full time supervision during on site construction activities.

Allow to provide all craneage and hoisting necessary for the works.

Allow to store, protect and deliver to site as required materials and equipment for the construction of the works. There are no storage facilities on site.

The Contractor is to provide their own power requirements as there are no power available on site.

The principal shall provide abolition and mess facilities. The contractor is to provide any change and storage facilities including all power and water.

The contractor is to provide fencing and safety equipment including traffic control necessary for the construction of the works.

Any deliveries on site in regard to the Bollards Package are the responsibility of the Contractor.

All rubbish is to be removed from site on a daily basis. This is to be carried out to the satisfaction of the Superintendent.

The work is to be carried out in accordance with the requirements of the DPS Parliament House Site Book

SCHEDULE OF OTHER DOCUMENTS

Drawing Title Drawing Number

DRAWING NUMBER	TITLE	ISSUE
CEW 1669-A001	Security Enhancement Site Plan	8
CEW 1669-A100	Security Enhancement Assembly Area Ground Plan	8
CEW 1669-A101	Security Enhancement Assembly Area Ground Plan	8
CEW 1669-A110	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 1	8
CEW 1669-A111	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 2	8
CEW 1669-A112	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 3	8
CEW 1669-A113	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 3	8
CEW 1669-A114	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 5	7
CEW 1669-A115	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 6	7
CEW 1669-A116	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 7	7
CEW 1669-A117	Security Enhancement Parliament Drive Barriers Plans and Sections Sheet 8	7
CEW 1669-A118	Security Enhancement Parliament Drive Barriers Wall Details and Sections	8
CEW 1669-S1	Plan of Assembly Area Ground Slabs	
CEW 1669-S2	Assembly Area Ground Details Sheet 1	
CEW 1669-S3	Assembly Area Ground Details Sheet 2	
CEW 1669-E01	Security Enhancement Project Parliament Drive	
CEW 1669-E02	Security Enhancement Project Parliament Drive	
CEW 1669-E03	Security Enhancement Project Parliament Drive	
CEW 1669-E04	Security Enhancement Project Parliament Drive	
CEW 1669-E05	Security Enhancement Project Parliament Drive	

DPS Parliament House Site book
 Australian T4 Protective Security Standards

FORM OF TENDER (Lump Sum)

The Tender Box
G.E. Shaw & Associates (ACT) Pty Limited,
20 Challis St
Dickson ACT 2602
(PO Box 31, Mitchell ACT 2911)

I/we _____
(ABN and full business name in block letters)

the undersigned, do hereby tender to perform the work for the **Design, Supply, Installation, Commissioning and Maintenance of Bollards**. (Project No) 1669. _____
as described in the Tender Documents referred to in the Conditions of Tendering and in accordance with the said Tender Documents for the GST inclusive sum of _____
_____ (\$ _____)

In respect of this project the Tenderer, hereby undertakes to use the its best endeavours to ensure that a good industrial record is maintained and that all Subcontractors engaged also maintain a good industrial record as set out in Notice to Tenderers. By the submission of this tender the Tenderer agrees to the generation of recipient created tax invoices by the Superintendent acting as an agent for the Principal.

Dated this _____ day of _____ 20 _____

Signature of Director if Corporation else Tenderer _____
(and Common Seal if a Company) (refer CT2.10)

Signature of second Director if Corporation else Witness _____

Address of Registered Office of Tenderer _____

Address for Service of Notices _____

Telephone Number _____ Facsimile Number _____

Contact Person and Position within the Tendering Organisation _____

E-mail address _____

CONTRACTS UNDER \$500,000 - Election of Security/Retention Money (refer to Special Conditions of Contract 5.02). If an election is not made 5% security will be required.

1% Security plus 4% Retention 5% Security

ACKNOWLEDGMENT OF ADDENDA

(Only to be completed when addenda have been issued during the tender period.)

The following addenda have been received and due allowance for these addenda has been included in the tendered price. _____

Signature of Tenderer _____

TENDER SCHEDULE

(Offers submitted without This Tender Schedule may be deemed informal and not considered further.)

Completed schedules included in specification documents.

CORRESPONDENCE

ANNEXURE A

DRAWINGS

This folio marked "A" and the succeeding "???" folios constitute the Annexure referred to as Annexure A in the Formal Instrument of Agreement signed by the parties on

the _____ day of _____ 20____

On behalf of the
Principal _____

On behalf of the
Contractor _____

SCHEDULE OF DRAWINGS

Drawing Number	Version Number	Drawing Title
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