

Request for Tender (RFT) Documents

For

Construction Specific Works for Federation Council

Contract No 2020-123

EXAMPLE ONLY

**Tender Introduction, Preamble and Specification
Documentation along with Plans, Drawings, Reports or
additional Information to be included separately for
information purposes in each Tender**

In separate sections of the Document – for
information Purposes only

Mini-Minor Works - Conditions of Tendering

- T1. The NSW Government's Code of Practice Procurement (**NSW Code**) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement (**NSW Guidelines**) apply to this tender. By submitting a tender the tenderer warrants it is not precluded from entering a contract and accepting the works (if successful) and agrees that it will be taken to have read and understood, and that it will comply with, the NSW Code and NSW Guidelines.
- T2. These Conditions of Tendering do not form part of any contract awarded as a result of this tender process.
- T3. Refer requests for information concerning this Request for Tenders to the Authorised Person nominated in the General Conditions of Contract - Contract Information.
- T4. The Principal contracts only with recognised, acceptable legal entities and does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, trust, partnership or business name must identify the legal entity that proposes to enter the contract. Tenderers must be registered for GST.
- T5. Complete and lodge, by the date, time and method stated in the tender advertisement and/or invitation, the following documents and information:
- Tender Form
 - Schedule of Rates
 - Schedule of WHS and Environmental Management Information
- T6. Tenderers are to lodge tenders through the Federation Council's *eTendering* website <https://www.tenderlink.com/federationcouncil/>
- T7. The Principal may change the RFT by issuing an Addendum in writing to all tenderers. The part of the RFT documents. Addenda issued by the Principal are the only recognised amendments to, the RFT documents.
- T8. In evaluating tenders, the Principal may take into consideration factors including, but not limited to: price; delivery time; quality offered; previous performance; experience; capability; safety performance; environmental performance and conformity.
- T9. Submit additional information requested by the Principal within the time stated in the request.
- T10. The Principal may treat any detail required by the RFT documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirements.
- T11. The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of the RFT documents, or which contain conditions or qualifications, may be passed over. The Principal may accept tenders that do not conform strictly with all the requirements of the RFT documents.
- T12. No tender is accepted unless the Principal gives an acceptance or formal agreement in writing.
- T13. Details of this tender and the outcome of the tender process will be disclosed in accordance with the *Government Information (Public Access) Act* (NSW) and Premier's Memorandum 2007-01.
- T14. By submitting a tender, the tenderer authorises the Principal to gather, assess and communicate to NSW Government agencies or local government authorities information about the tenderer's financial position and the tenderer's performance in respect of any contract awarded as a result of this tender process. Such information may be used in considering whether to offer the tenderer future tendering opportunities.

Key Instructions in submission of a conforming tender

For all Council Public Tenders

Mini-Minor Works - Tender Schedules

1 Tender Form

Tender Closing Office

Name: Federation Council
Address: 100 Edwards Street
Corowa, New South Wales, 2646

Tenderer's details

Name:
(in block letters)
ABN
Address:
Telephone number:
Facsimile number:
e-mail address:

Tenderer's Details and Trading Name as per ASIC Business Names Register

hereby tender(s) to perform the work for:

Tender Details

Contract Name: » <<Specific Contract Name>>
»
Contract Number: » Specific Contract Number>>
in accordance with the following documents

May also include Specifications of Work, Project Briefs, Drawings, Maps, Reports and Diagrams as specified

Conditions of Tendering
Tender Schedules
General Conditions of Contract
Works Description
Contract Schedules
Appendices

and Addenda Numbers

Tenderer's Offer

For the Contract Price, being the lump sum of:
.....
.....
(\$.....) including GST.

All Inclusive Contract Cost. Tenderers are also encouraged to provide a breakdown of costs for each key segment of the Tender – for example, materials, labour, sub contract costs, project management fees, provisional sums, additional costs (permits, etc.) in a separate attachment

At the (GST inclusive) rates and lump sums in the Schedule of Rates

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

Mini-Minor Works - Tender Schedules

2 Schedule of Rates

Complete this Schedule by inserting rates and amounts, where appropriate. Where a rate is tendered, insert under **Amount** the amount arrived at by multiplying the tendered rate by the stated quantity.

The correct extended Amounts and Total will be used to evaluate tenders.

All rates and lump sums must include GST.

Item Number	Description	Quantity	Unit	Rate	Amount
1	All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule.	1	Item	Lump Sum	\$
2					\$
3					\$
Total including GST					\$

As per schedule of rates if and when applicable

Signed for the Tenderer by: Date:.....
 Name (in block letters): (Authorised Officer)
 In the Office Bearer capacity of:

Mini-Minor Works - Tender Schedules

3 Schedule of WHS and Environmental Management Information

Submit when requested the information specified below.

Evidence of satisfactory WHS Management performance

Submit a WHS Management Plan, or three Safe Work Method Statements, that have been implemented by the tenderer on a contract in the last twelve months.

Evidence of satisfactory Environmental Management performance

Submit an Environmental Management Plan, or an environmental management procedure / checklist, that has been implemented by the tenderer on a contract in the last twelve months.

Recent WHS or environmental prosecutions and/or fines

Has the tenderer incurred a prosecution or fine for a breach of any Australian WHS and/or environmental legislation during the past two (2) years? Yes, or No.

If 'Yes', list details below:

Description of prosecution or fine	Action taken by tenderer in response

Commented [TM1]: As per previous works completed of a similar nature and specify compliance measures

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

Mini-Minor Works - General Conditions of Contract

1. Definitions

Authorised Person	The person stated in the Contract Information, who is appointed by the Principal to act with its full authority in all matters relating to the Contract.
Business Day	Any day other than a Saturday, Sunday, public holiday in NSW or 27, 28, 29, 30 or 31 December.
Completion	Completion is achieved when the Works is capable of use for the purposes required by the Contract, has passed all required tests and is free from any known Defects, and the Contractor has provided all the required documents and made good the Site and surroundings.
Contract	The agreement between the Parties for the performance of the Works as set out in the Contract Documents.
Contract Documents	The following documents: (a) the documents prepared by the Principal for the Contract and provided to the Contractor; (b) the tender submitted by the Contractor, as accepted by the Principal; and (c) any amendments to the documents in (a) and (b) agreed to by the Parties or made under the Contract.
Contract Price	Where the Principal accepted only a lump sum, the lump sum; or Where the Principal accepted rates, the sum of the products of the quantity and the relevant rate for each item in the Schedule of Rates, plus any lump sums in the Schedule of Rates, as adjusted in accordance with the Contract.
Defect	Any aspect of the Works that does not conform with the Contract.
Parties	The Principal and the Contractor.
Post Completion Period	The period stated in the Contract Information.
Principal	The entity stated in the Contract Information.
Site	The lands and other places made available to the Contractor by the Principal for the purposes of the Contract.
Variation	Any change to the character, form, quality and extent of the Works instructed or accepted in writing by the Principal. A Variation shall not invalidate the Contract.
Works	The whole of the work and services to be carried out and materials to be provided by the Contractor under the Contract.

2. General

- .1 The NSW Government's Code of Practice for Procurement (**NSW Code**) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement (**NSW Guidelines**) apply to the works. By undertaking to perform the works, the contractor warrants it is not precluded from entering the contract and accepting the works and agrees that it will be taken to have read and understood, and that it will comply with, the NSW Code and NSW Guidelines.
- .2 The Parties are to do all they reasonably can to co-operate in all matters relating to the Contract.
- .3 The Contractor is to comply, within a reasonable time, with any instruction given by the Principal.
- .4 The parties consent for notices and communications to be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

Mini-Minor Works - General Conditions of Contract

- .5 The Contractor is to set reasonable standards of conduct and ensure they are met by persons engaged in carrying out the Works. The Principal may instruct the Contractor to remove a person from the Site for failing to meet reasonable standards of conduct.
- .6 The Contractor is responsible for determining the location and type of all existing services and public utilities, both above and below ground. Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor must bear all costs and any delays for repairing the service (where it is to be continued) or disconnecting it (where it is to be abandoned).

3. Site and Access

- .1 Within 7 days after the date of award of contract, the Principal is to give the Contractor access to sufficient of the Site to allow the Contractor to start work, but is not required to give the Contractor sole or uninterrupted possession of or access to the Site.
- .2 The Contractor is to start work on the Site as soon as practicable after being given access in accordance with clause 3.1, but not before satisfying all the necessary requirements.
- .3 The Contractor is to give anyone authorised by the Principal reasonable access to the Site for any purpose.

4. Care of People, Property and the Environment

- .1 From the time access to any part of the Site is given to the Contractor until Completion, the Contractor is responsible for the care of, and is to make good at the Contractor's expense, any loss or damage which occurs to:
 - .1 the Works or the Site;
 - .2 construction plant; or
 - .3 things entrusted to the Contractor by the Principal for the purpose of carrying out the Works.
- .2 In carrying out the Works, the Contractor is to minimise inconvenience to others.
- .3 The Contractor is liable for any loss or damage caused by the Contractor whilst making good Defects.
- .4 The Contractor indemnifies the Principal against any:
 - (a) legal liability for injury or death;
 - (b) breach of intellectual property rights in relation to material provided by or for the Contractor; and
 - (c) loss of, or damage to, property of the Principal or others, or harm to the environment,arising out of the carrying out of the Works.
- .5 If:
 - (a) action is required to avoid injury, death, harm to the environment or loss of, or damage to, property, and the Contractor does not take the necessary action when the Principal instructs it; or
 - (b) urgent action is required,then the Principal may take the action without relieving the Contractor of its obligations or liabilities, and the cost of the action is payable by the Contractor to the Principal.

5. Work Health & Safety Management

- .1 The Contractor is responsible for the work under the Contract at all times until Completion and is engaged as principal contractor for the work, in accordance with clause 293 of the *WHS Regulation 2011* (NSW), and authorised to exercise such control of the workplace as is necessary to discharge the duties of principal contractor under that *Regulation*.
- .2 No later than 3 Business Days before starting work on the Site, the Contractor is to submit a Work Health and Safety (WHS) Management Plan for the Works that complies with the current NSW Government *Work Health and Safety Management Systems and Auditing Guidelines*.

Mini-Minor Works - General Conditions of Contract

- .3 The WHS Management Plan is to address all the relevant issues in the Contract Schedule – WHS Management Plan and Safe Work Method Statements, together with any other risks and hazards, and is to be implemented on the Site.
- .4 Work is not to start without a complying WHS Management Plan.
- .5 All safety incidents, including near misses, and all visits by WorkCover, are to be reported immediately to the Authorised Person.
- .6 If instructed by the Authorised Person, investigate and submit a written report as soon as practicable after an incident occurs.

6. Long Service Levy

- .1 If the Contract Price is \$25,000 or more (unless all the work under the Contract is routine maintenance, repairs or demolition) then before starting work, the Contractor must pay to the Building and Construction Industry Long Service Corporation or the Corporation's agent the amount of the long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986*. Documentary evidence of payment of the levy must be provided to the Principal.

7. Environmental Management

- .1 No later than 3 Business Days before starting work on the Site, the Contractor is to submit an Environmental Management Plan for the Works that complies with the NSW Government *Environmental Management Guidelines*.
- .2 The Environmental Management Plan is to address all the relevant issues in the Contract Schedule – Environmental Management Plan, together with any other risks and hazards, and is to be implemented on the Site.
- .3 Work is not to start until a complying Environmental Management Plan has been submitted.
- .4 The Contractor is to complete and submit the Waste Recycling and Purchasing Report (WRAPP Report) shown in the Contract Schedule - Environmental Management Plan at Completion.
- .5 All environmental incidents, including near misses, and visits by environmental regulators, are to be reported immediately to the Authorised Person.

8. Insurance

- .1 Before starting work in connection with the Contract, the Contractor is to hold or take out an insurance policy covering workers compensation and ensure every subcontractor holds equivalent insurance, where applicable. If the Contractor is a sole trader or pays less than \$7,500 in annual wages and therefore cannot obtain workers compensation insurance, then the person(s) carrying out the work must have personal accident insurance.
- .2 If the Contract Information states that the Contractor is to arrange public liability insurance and insurance of the Works then, before starting work on the Site, the Contractor is to hold or take out policies of insurance covering the Contractor, Principal and subcontractors as insured entities for:
 - (a) public liability for an amount not less than \$20,000,000 for any single occurrence; and
 - (b) loss of, or damage to, the Works, any temporary works and all materials, equipment, plant and other things that are brought onto the Site by or on behalf of the Contractor or are entrusted to the Contractor by the Principal. The amount insured for any single occurrence is to be not less than the Contract Price at the date of award of Contract by the Principal.
- .3 The policies required under clause 8.2 are to:
 - (a) include cross liability and waiver of subrogation clauses under which the insurer, in respect of liability, agrees that the term 'insured' applies to each of the entities covered as if a separate insurance policy had been issued to each of them, and agrees to waive all rights of subrogation or action against any of the entities covered; and
 - (b) be with insurers and in terms approved by the Principal.
- .4 If the Contract Information states that the Principal has arranged, or is to arrange, insurance of the Works and public liability, then a policy of insurance for the Works and public liability covering the Contractor, Principal and subcontractors will come into effect on award of contract. The Principal is to pay the insurance premium.

Commented [TM2]: Please note: Contract Commencement or on site works cannot commence if Insurances are not confirmed and sighted, and contract signed by both parties.

Mini-Minor Works - General Conditions of Contract

- .5 For any insurance the Contractor is required to arrange under the Contract, the Contractor is to pay all premiums, maintain the policies until Completion of the Works, and provide evidence of currency of the policies to the Principal before starting the relevant work.
- .6 The Contractor is responsible for making and managing any insurance claims and meeting the cost of any deductibles, even if the Principal arranged the insurance.
- 9. Materials and Work**
- .1 The Contractor is to supply materials which are new (unless otherwise specified), free from Defects and fit for the purposes required by the Contract.
- .2 The Contractor is to use standards of workmanship and work methods which conform with the Contract, relevant Australian Standards and codes of practice and the lawful requirements of any authority.
- .3 The Contractor is responsible for any design required to complete the Works.
- .4 The Contractor is to make good any Defect when it becomes apparent.
- .5 The Principal may, in its absolute discretion, propose to accept the Works with any specified Defect not made good, on specified terms. If the Contractor does not accept the Principal's terms within 7 days, the Contractor is to make good the Defect.
- 10. Variations**
- .1 The Contractor is not to change the Works without an instruction or written acceptance from the Principal.
- .2 The Contractor is to take all reasonable steps to carry out Variations concurrently with other work.
- .3 The Contractor is to submit a proposal for a Variation within 7 days after receiving a request from the Principal to do so. The Contractor's proposal is to include a margin of up to 15% on net direct costs to cover supervision, overheads, disruption, profit and attendance.
- .4 Within 14 days after receiving the Contractor's proposal for a Variation, the Principal is to notify the Contractor in writing whether or not the proposal is accepted.
- .5 If the Principal does not accept the proposal, the Principal will assess the price based on reasonable direct costs plus 15% and that will be the price payable to the Contractor for the Variation.
- 11. Time for Completion**
- .1 The time for Completion is as stated in the Contract Information.
- 12. Post Completion Period**
- .1 At any time during the Post Completion Period stated in the Contract Information, the Principal may direct the Contractor to make good a Defect within a specified time and at a time convenient to the Principal.
- .2 If the Contractor does not make good the Defect within the time specified, then the Principal may have the Defect made good by others and all associated costs are payable by the Contractor to the Principal.
- 13. Payment**
- .1 The Contractor may submit payment claims for completed work at the times stated in the Contract Information and for amounts calculated as follows:
- .1 for work for which the Principal accepted rates, an amount calculated by applying the rates to the quantities of work carried out;
- .2 for work for which the Principal accepted a lump sum, an instalment of that lump sum which reflects the value of the work carried out; and
- .3 for any other entitlements claimed for which the Principal has agreed or assessed an amount in writing, or for which an amount has been finally determined by an expert under Clause 14 *Disputes*, the proportion of the amount which reflects the value of the entitlement,
- at the date of the payment claim, less amounts previously paid, amounts payable by the Contractor to the Principal, and any amounts the Principal is entitled to deduct.
- .2 Quantities of work set out in any Schedule of Rates are estimates only. The Contractor is responsible for providing evidence of the quantities actually carried out.
- .3 With each payment claim, the Contractor is to give to the Principal:
- .1 the conformance records and other information required under the Contract; and

Commented [TM3]: Tenderers are encouraged to supply a Project Plan with milestone related dates in their tender response. Depending on the time lapse between the Tender response and the Council Award, these details can be confirmed with the successful tenderer prior to works commencing

Mini-Minor Works - General Conditions of Contract

- .2 a completed and true Combined Subcontractor's Statement and Supporting Statement in the form of the attached Contract Schedule, executed on the date of the payment claim.
- .4 Within 10 Business Days after receipt of the Contractor's payment claim, the Principal is to provide to the Contractor a payment schedule identifying the payment claim to which it relates and stating the payment, if any, that the Principal will be making. If the payment is to be less than the amount claimed by the Contractor, the payment schedule is to indicate why it is less.
- .5 Payment by the Principal is to be made within 15 Business Days after the Contractor's payment claim is served.
- .6 In accordance with the relevant legislation identified in the Combined Subcontractor's Statement and Supporting Statement, the Principal may withhold any payment to the Contractor until this Statement is provided.
- .7 Unless otherwise stated, all payments are to be made by electronic funds transfer to a bank, building society or credit union account nominated by the Contractor. No payment is due to the Contractor until sufficient details of the nominated account are notified in writing to the Principal.
- .8 Payment is not evidence of the value of work, or that the work is satisfactory, or an admission of liability, but is payment on account only.
- .9 If the Contract Information states that an amount is to be retained for the duration of a Post Completion Period, then this amount is to be deducted from payments due at Completion and held by the Principal until the expiration of the Post Completion Period.
- .10 Within 40 days after Completion (where there is no Post Completion Period), or at the end of any Post Completion Period, the Principal is to issue a final payment schedule accounting for the amount due less any amounts payable by the Contractor to the Principal and, where there is a Post Completion Period, the release of the retention amount.
- .11 Within the later of 20 Business Days after the date of issue of the final payment schedule, or 5 Business Days after receiving the original of a Subcontractor's Statement completed no earlier than the date of the final payment schedule and, if requested by the Principal, a valid tax invoice in the amount stated in the payment schedule, the Principal is to pay the Contractor the amount due in accordance with the final payment schedule.

14. Disputes

1. If a Party is dissatisfied with an act or omission of the other Party in connection with the Contract then, within 14 days after the act or omission, the dissatisfied Party is to notify the other Party in writing of a dispute. The notification is to include the legal and factual basis of the dispute.
2. The Parties are to involve senior executives to try to resolve the dispute. If the dispute is not resolved within 21 days then the Parties are to attempt to agree upon an independent expert to resolve the dispute and the terms for the expert's engagement. If the Parties cannot agree on an expert within a further 14 days then either may request the Chief Executive Officer, Australian Disputes Centre (tel. 02 9239 0700) to nominate an expert.
3. The Parties are to share equally the expert's fees and out-of-pocket expenses, including any security required for the expert's fees. Each party is to otherwise bear its own costs and share equally any other costs of the process.
4. Within 7 days after the appointment of the expert, the notifying Party is to make its submission on the dispute to the expert.
5. Within 14 days after receiving a copy of that submission, the other Party is to make its submission in response, if any.
6. The expert may request further information from either Party. The Party must respond within 14 days after receiving the request.
7. The Parties are to treat each determination of the expert as final and binding and give effect to it.

15. Suspension

1. The Principal may instruct the Contractor to suspend carrying out all or part of the Works and the conditions on which work is to recommence.

Commented [TM4]: Payments for works completed or milestones approved on the Tenderers Project Plan should include the following for prompt payment by Council:

1. Council's Purchase Order to be reference on all Contractor Tax Invoices for Payment;
2. The Contractor is to break down the Tax invoice to be in reference to the separate costs included (materials, services, hire, permits, labour, project management, etc)

Mini-Minor Works - General Conditions of Contract

- 16. Termination by the Principal**
- .1 Without prejudice to any other rights which the Principal has, if the Contractor commits a substantial breach of the Contract, including:
 - .1 failing to carry out an instruction of the Principal within the time specified;
 - .2 not progressing the Works at a reasonable rate;
 - .3 failing to effect or maintain any insurance required by the Contract;or if a receiver, manager or receiver and manager is appointed or the Contractor commits an act of insolvency, the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.
 - .2 If the Contractor either fails to give a written response within 7 days after receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:
 - .1 the Principal may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract; or
 - .2 the Principal may immediately take over the incomplete Works by notice in writing, suspend payments due or which would become due under Clause 13, and have others complete the Works. The Principal is to calculate the difference between the costs of having the Works completed by others and the amount of suspended payments held. If the calculation shows a shortfall to the Principal, the Contractor is to pay the amount of the shortfall to the Principal within 7 days of a written demand for payment. If the calculation shows an excess to the Principal, the Principal is to pay the amount of the excess to the Contractor.
- 17. Termination for the Principal's Convenience**
- .1 The Principal may terminate the Contract for its convenience and without giving reasons by giving written notice to the Contractor, with effect from the date stated in the notice. The Contractor is to leave the Site by the date stated and comply with any other instructions in the notice.
 - .2 If the Contract is terminated for the Principal's convenience, then, as full compensation for termination under this clause, the Contractor's total entitlement in respect of the Contract is the sum of the following and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise:
 - .1 the value of all work carried out up to the date stated in the notice; plus
 - .2 2% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractor under clause 17.2.1.

Mini-Minor Works - General Conditions of Contract

Contract Information

1. Authorised Person

Mentioned in Clause - Definitions

Tenderer's Information including Authorised representative

The Authorised Person is: **John Doe**
Title: **Project Manager, Federation Council**
Office address: **100 Edwards Street**
(for delivery by hand) **Corowa**
New South Wales 2646
»
Postal address: **PO Box 77**
(for delivery by post)
Telephone number: **02 6033 8999**
email address: **TBA**

If no name is stated, then the Principal is to name the person in writing within seven days after award of contract. The Principal may for any reason and at any time change the Authorised Person by giving notice in writing.

2. Principal

Mentioned in Clause - Definitions

The Principal is: **Federation Council**

All correspondence to the Principal is to go to the address of the Authorised Person.

3. Insurance of the Works and Public Liability Insurance

Mentioned in Clause - Insurance

Insurance Evidenced and appropriate for the level of cover for the procurement value

Insurance of the Works and public liability insurance are to be arranged by:

The Contractor

The Terms and Conditions of the insurance policy shall be not less favourable to the Contractor than those shown for the relevant period.

4. Time for Completion

Mentioned in Clause – Time for Completion

Identified by Council in the tender documentation

The Time for Completion is: **TBA** calendar weeks from the date of award of contract.

Commented [TM5]: Tenderers are encouraged to also include a project plan/milestones or chart to best describe the time estimates and deliverables of the key section of their tender

If no time is stated, then a reasonable time is to apply.

Mini-Minor Works - General Conditions of Contract Contract Information

5. Post Completion Period and Retention Amount

Mentioned in Clauses - Post Completion Period and Payment

The Post Completion Period, which commences at Completion of the Works, is: Post completion » calendar weeks.

If no time is stated, then no Post Completion Period applies.

The percentage of the Contract Price to be retained at Completion, until the expiration of the Post Completion Period is: » %.

If no amount is stated, then no retention applies.

Times for Payment Claims

Mentioned in Clause 13 Payment Claims
Payment claims are to be made: monthly, on the first business day of each calendar month
A Payment claim is to be made: on Completion.

Often, the final payment is retained until a determined number of weeks has passed e.g. 13, or 26 weeks etc. until the last payment is made,

This retention amount is usually 4% of 50% or the total payment.

When the retention time has passed without incident or need of repair, then Council shall make this final payment

Commented [TM6]: Council will specify the Post Completion Period where defect liability claims will be the responsibility of the Contractor. This Period ranges, depending on the nature of the tender and construction, from 13 to 26 to 52 weeks after the Certificate of Completion.

Commented [TM7]: At Council's Discretion – Should be clearly stated in the Tender and Final Contract Documents

Commented [TM8]: Optional Payment conditions – Negotiated by Council and Successful Tenderer. Council must have a tax invoice with the Order Number correctly broken down in a consistent format with the tender response.

Mini-Minor Works - Works Description

W1 Site name and address

.1 Site name: »

.2 Site address: »

Commented [TM9]: To be included in Tender Documents

W2 Site Conditions and Requirements

.3 Subject to the requirements of the Contract and any restrictions on working hours imposed by law, the Site will be available to the Contractor to carry out the Works between the hours of 7am and 5pm, Mondays to Fridays inclusive, on the Business Days defined in the General Conditions of Contract. Work outside these times may only be undertaken if approved in writing by the Principal and will be subject to any conditions the Principal may require.

W4 Existing Services

.4 Locate all existing services affected by the work and, in doing so, comply with the WorkCover *Work Near Underground Assets Guideline*, available from the Publications/Safety Guides section of the WorkCover website www.workcover.nsw.gov.au.

.5 Before starting construction work, establish the precise locations of all underground and other services at and around the Site and:

.1 obtain advice from *Dial Before You Dig* and the owners of the services;

.2 engage a services locator; and

.3 where any service is underground, in conjunction with the owner of the service, use pot-holing (or equivalent non-destructive techniques).

.6 Mark the locations of all services prominently on the Site, document them on a site plan and provide a copy of the site plan to each subcontractor before the subcontractor starts construction work.

.7 Before undertaking any concrete cutting or other work penetrating the building fabric (floor, walls or ceiling):

.1 ensure the services are isolated in the relevant work area; and

.2 for school buildings, obtain prior approval from the Authorised Person, schedule such work outside normal school hours and isolate electrical and gas services for the whole building; and

.3 before restoring services, check all penetrations for live or damaged wiring or gas pipes.

W5 Asbestos Removal

.8 Where asbestos removal work is carried out, comply with the relevant statutory requirements, standards, codes and guidelines.

.9 Not less than 5 Business Days before starting any asbestos removal work, notify the Principal and, if required under WHS legislation, the WorkCover Authority, of the intention to carry out that work.

.10 Where the regulations require a licence for asbestos removal work, before the work starts, submit to the Principal a copy of the current licence held by the entity that will undertake the work and a copy of any WorkCover permit required for the work.

.11 Provide air monitoring by an independent testing authority on each day during asbestos removal and on completion of each area where removal has been undertaken.

.12 Submit to the Principal a clearance certificate from an independent testing authority at the completion of the asbestos removal work.

W6 Unexpected Discovery of Hazardous Materials

.13 If any hazardous substance not identified in the Contract Documents is discovered on the Site, suspend all work which may result in exposure to such hazardous substance and notify the Principal immediately of the type of substance and its location.

.14 As soon as possible, submit to the Principal details including:

.1 the additional work and resources the Contractor estimates are necessary to deal with the substance so that work and subsequent use of the Works may proceed safely and without risk to health;

.2 the Contractor's estimate of the cost of the measures necessary to deal with the substance; and

.3 other details reasonably required by the Principal.

Mini-Minor Works - Works Description

W7 Works description

Work as specified and added description as necessary

- .15 If instructed by the Principal to carry out work to deal with the hazardous substance:
- .1 carry out the work concurrently with other work wherever possible; and
 - .2 otherwise minimise effects of the work on the time required to reach Completion.

DESCRIPTION OF THE WORKS

- .16 The Works include the following:
- .1 » As Specified

Commented [TM10]: To Be specified by Council

LIST DRAWINGS AND OTHER RELEVANT CONTRACT DOCUMENTS. Carry out the Works in accordance with the following:

- .1 »
- .18 In addition to the above:
 - .1 provide fencing, hoardings and warning notices;
 - .2 remove from the Site all rubbish, debris, rubble, hazardous substances and other items not salvaged or preserved;
 - .3 »
- .19 Perform any demolition necessary to carry out the work under the Contract in accordance with AS2601-2001 'The demolition of structures' and:
 - .1 comply with the *Work Health and Safety Regulation 2011* (NSW);
 - .2 keep on the Site a copy of AS 2601-2001;
 - .3 provide photographic records of the condition of adjoining property features, structures, facilities, surfaces and the like, which are in a damaged condition or may be damaged during the Works;
 - .4 give at least 10 days' notice to owners of adjoining properties in respect of any work which may affect their property, themselves or tenants, including proposed safeguards if necessary;
 - .5 control decontamination related to any hazardous substances that are the responsibility of the Contractor, in respect of any such substances identified in the Contract Documents or to be located and/or dealt with by the Contractor under the Contract; and
 - .6 handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements at suitable disposal sites.

Commented [TM11]: Compulsory requirements to be costed in tender response

Mini Minor Works - Contract Schedule WHS Management Plan and Safe Work Method Statements

In accordance with General Conditions of Contract Clause 5 *Work Health and Safety Management*, the Contractor is to document and implement a WHS Management Plan that addresses all health and safety hazards and risks associated with carrying out the Works.

The Contractor's WHS Management Plan must:

- be signed and dated by a senior manager under the Contractor's letterhead authorising the Plan for use;
- identify the Contract, work activities, work sites and person who prepared the Plan;

and must cover:

- Statement of responsibilities** – names and positions of people who will be responsible for WHS management on the Site, including the work activities and a description of those responsibilities;
- Risk management** – identification of the hazards associated with each work activity and assessment of the associated risks, with documented actions proposed to eliminate or minimise the risks and methods for monitoring these risk controls (include any WHS risks identified by the Principal);
- WHS training** – arrangements for WHS training, including industry and site induction training and toolbox meetings;
- Incident and emergency management** – arrangements for managing accidents, incidents and near misses, with the name(s) of responsible persons and their contact details, including after-hours contact(s);
- Site Safety Rules** – a copy of the rules must be displayed on site, covering as a minimum:
 - industry/site induction, toolbox meetings and other safety training;
 - personal protective equipment and first aid arrangements;
 - site access and security;
 - accident/incident and emergency procedures;
 - protection of all workers and the public;
 - working at heights;
 - electrical work and equipment, including leads, power tools and overhead wiring;
 - locating and preventing unplanned contact with underground, hidden and overhead services;
 - demolition, excavation, mobile plant, formwork and other temporary structural frames;
 - hazardous materials and dangerous goods; and
 - safe working, including SWMS, fire prevention, drug prohibition and general housekeeping;
- Safe Work Method Statements** for high risk construction work, which must:
 - be on the letterhead of the organisation carrying out the work, showing the name and registered office address of the organisation; and
 - be signed and dated as authorised for use by a senior manager of the organisation, and describe:
 - the high risk construction work activities to be undertaken;
 - potential health and safety hazards and risks associated with the high risk construction work;
 - risk management controls that will be in place to eliminate the risk or, if not reasonably practicable to eliminate the risk, minimise the hazards and significant risks;
 - all work health and safety instructions to be given to persons involved with the work;
 - names and qualifications of those who will supervise the work and inspect and approve for use work areas, work methods, protective measures, plant and equipment (including power tools);
 - what training is required, and will be or has been given to each of the people involved in the work;
 - names of all those involved in the work, and those who will be or have been trained in the work activities described in the SWMS, and the names and qualifications of those responsible for training them;
 - plant and equipment that will most likely be used on the work site (e.g. ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers and the like);
 - any WorkCover permits required to complete the work; and
 - inspection and maintenance checks that will be or have been carried out prior to use of the plant and equipment listed.

Mini Minor Works - Contract Schedule Environmental Management Plan

Refer to General Conditions of Contract Clause – *Environmental Management*. Complete the Project Environmental Management Plan by inserting contract specific requirements as appropriate, or 'NA' where a particular item is not applicable.

Commented [TM12]: To Be completed where applicable

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
1. CONSERVATION OF PLANTS & WILDLIFE				
1.1 Protect flora and fauna	Protect existing trees and plants at and around the Site from damage unless approved by the Principal			
	Do not remove trees and plants without approval from the Principal			
	Control weeds on the Site			
	Protect birds, fish and animals at and around the Site from harm			
	Do not remove birds, fish and animals from the Site without the written agreement of the Principal			
	Do not bring birds, fish, animals and plants onto the Site without written agreement from the Principal			
	Minimise the use of pesticides and herbicides for minimal impact on the environment			
1.2 Control movement of pedestrians, materials, vehicles and plant to minimise damage to the environment	Use only designated routes for access to the Site			
	Use designated site roads and access routes for all movements on and adjacent to the Site			
	Locate compounds, and park all vehicles and plant, in designated areas on the Site			

Information as requested

**Mini Minor Works - Contract Schedule
Environmental Management Plan**

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
2. CONSERVATION OF RESOURCES				
2.1 Design for energy efficiency	Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria			
	Use low energy usage construction, fittings and appliances (including heating/cooling and lighting)			
	Incorporate conservation of resources obligations into subcontracts			
2.2 Select materials to minimise: • resource use and waste • ozone depleting effects • detrimental effects on air, water, and land quality	Reuse all topsoil on the Site and minimise the use of imported topsoil			
	Mulch and chip cleared vegetation as appropriate			
	Maximise use of materials that are recyclable or from a sustainable source			
	Use timber from sustainable managed sources only			
	Implement a strategy to reduce the quantity of waste, including minimising and recycling packaging			
	Use low water demand fittings & appliances (dual flush toilets, water conserving shower roses & taps)			
	Minimise the use of solvents, glues, paints and other materials which release odours or vapour			
2.3 Conserve heritage items and other physical attributes of the Site	Comply with statutory requirements for conservation of heritage items			
	Manage the conservation of physical attributes of the Site, including (LIST THE ATTRIBUTES): •			
3. POLLUTION CONTROL				
3.1 Control discharges and emissions from vehicles and plant to minimise damage to the environment	Do not use vehicles, plant or equipment that produce excessive emissions			
	Monitor emissions from vehicles and plant			
	Do not bring vehicles or plant and equipment with hydraulic fluid, fuel or oil leaks to the Site			
	Wash down vehicles, plant and equipment only in controlled areas acceptable to the Principal			
	Prevent and clean up any spills from transport vehicles			

Information as requested

**Mini Minor Works - Contract Schedule
Environmental Management Plan**

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.2 Prevent pollution of stormwater and adverse effects on land and vegetation by control of cleaning activities and discharges	Use only water based, non-toxic paints and use only water to clean paint brushes and rollers			
	Control all run-off from cleaning activities			
	Discharge only non-toxic cleaning products generally			
3.3 Control soil erosion	Identify the existing drainage paths on the Site and protect them against siltation			
	Protect vulnerable and exposed surfaces and stockpiles against scouring			
	Install the following sediment control devices before starting construction (LIST THE DEVICES): •			
	Monitor and manage the effectiveness of sediment control devices			
	Remove sediment control devices when no longer required			
3.4 Prevent release of soil contamination to the environment	Establish, before starting work on the Site, in consultation with the Principal, if contaminated soil is present at the Site			
	If contaminated soil is present, manage the work to prevent release to the environment			
3.5 Manage refrigerants and other dangerous goods to meet statutory requirements	Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations			
	Use appropriately trained employees			
	Obtain the licences required			
	Document dangerous goods identification, disposal and management, and retain the documentation			

Information as requested

**Mini Minor Works - Contract Schedule
Environmental Management Plan**

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.6 Minimise noise and vibration impacts on neighbours, occupants and users of any facility	Comply with noise limits and conditions prescribed by the EPA, Office of Environment and Heritage and Council (as applicable)			
	Use equipment in good repair and condition			
	Use noise suppression equipment (e.g. silencers on compressors) and acoustic barriers as required			
	Do not expose workers, neighbours or visitors to excessive noise, and cooperate and coordinate with operators of any neighbouring facility			
	Do not expose people or property to excessive vibrations			
3.7 Comply with Trade Waste Licence conditions applicable to the facility	Implement procedures to avoid breaches of the Trade Waste Licence conditions (may apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges, water treated with chemicals or where large sediment loads exist)			
3.8 Minimise air pollution from dust and emissions	Minimise areas of exposed earth and stockpiles			
	Cover and secure materials in open transport			
	Use water sprays and/or other means to control dust			
	Keep emissions within statutory or other required limits			
	Minimise fire risks, and prevent and control fires			

Information as requested

**Mini Minor Works - Contract Schedule
Environmental Management Plan**

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.9 Dispose of waste in accordance with statutory requirements	Implement appropriate disposal procedures for all waste items, including using lawful places for disposal, recording and reporting on the method and location of disposal and any non-conformances EITHER Provide valid disposal certificates for each applicable item OR Provide company certification of appropriate disposal of the following (LIST THE ITEMS): <ul style="list-style-type: none"> • Packaging materials • Replaced or redundant materials • Chemicals • Oils and greases from machinery, cooking and other processes • Paints and solvents, including those used to clean equipment, tools and brushes • Cleaning materials and rags • Materials unsuitable for re-use, including hazardous materials such as asbestos 			
3.10 Minimise damage to the environment from emergencies	Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies Ensure emergency procedures are followed Obtain the agreement of the Principal to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements Re-instate and clean damaged areas and features, including work areas Re-instate damaged eco-systems and features to their previous condition Identify key contacts: (LIST NAMES and ROLES) <ul style="list-style-type: none"> • 			

Information as requested

**Mini Minor Works - Contract Schedule
Environmental Management Plan**

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.11 Comply with environmental requirements and rectify breaches	Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met			
	Cooperate with environmental audits by others			
	Rectify any environmental breaches identified within the time specified in an audit or by the Principal			
4. RECORDS AND REPORTING				
4.1 Provide sufficient documentation to demonstrate appropriate environmental management	Prepare, submit and update the Environmental Management Plan			
	Maintain and submit records of environmental training			
	Report on implementation of the Environmental Management Plan			
	Submit to the Principal copies of correspondence with regulators, including incident reports and notification of non-compliances or fines			
	Submit documentation evidencing that the causes of non-compliances have been corrected			
	Keep records for inspection securely filed using an effective document retrieval system			
	Complete the Waste Recycling and Purchasing Report and pass to the Principal at Completion. The Waste Recycling and Purchasing Policy Report (WRAPP Report) form is available on the ProcurePoint website. With the WRAPP Report, submit waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.			
4.2 Report environmental incidents	Immediately report all environmental incidents to the Principal			
	Immediately report environmental incidents as otherwise required			

Information as requested

Mini Minor Works - Contract Schedule Combined Subcontractor's Statement and Supporting Statement

Refer to clause 13.3 of the Mini Minor Works General Conditions of Contract.

For the purposes of this Statement the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

The Contractor is both a "head contractor" in terms of the *Building and Construction Industry Security of Payment Act 1999*, and a "subcontractor" in terms of the *Workers Compensation Act 1987*, *Payroll Tax Act 2007* and *Industrial Relations Act 1996*, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, by the Contractor, to sign the statement).

Relevant legislation includes *Workers Compensation Act 1987*, s175B; *Payroll Tax Act 2007*, Schedule 2 Part 5; *Industrial Relations Act 1996* s127; and *Building and Construction Industry Security of Payment Regulation 2008* cl 19.

Information, including Notes, Statement Retention and Offences under various Acts, is included at the end of this Schedule.

Commented [TM13]: Compulsory requirement and information to Council - To be completed where applicable

Main Contract

Contractor: _____ ABN: _____
(Business name of the Contractor)

of _____
(Address of the Contractor)

has entered into a contract with _____ ABN: _____
(Business name of the Principal)

Contract number/identifier _____

(Note 2)

(Note 3)

Subcontracts

The Contractor has entered into a contract with the subcontractors listed in the attachment to this Statement.

Period

This Statement applies for work between: _____ and _____ inclusive,
 subject of the payment claim dated: _____

(Note 4)

(Note 5)

I, _____ a director or a person authorised by the Contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this statement and declare that, to the best of my knowledge and belief:

(a) The abovementioned Contractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick if true and comply with (b) to (h) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick and only complete (e) to (h) below. You must mark one box.

(Note 6)

(b) All workers compensation insurance premiums payable by the Contractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated _____

(Note 7)

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid.

(Note 8)

Information as requested

**Mini Minor Works - Contract Schedule
Combined Subcontractor's Statement and Supporting Statement**

- (d) Where the Contractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Contractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this statement.
- (e) Where the Contractor is also a principal contractor to subcontracts in connection with the work, the Contractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above.
- (f) All amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as in dispute).

(Note 9)

(Note 10)

Information as requested

(g) Signature Full name

(h) Position/Title Date

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 of the *Payroll Tax Act 2007*, section 127 of the *Industrial Relations Act 1996* and sections 13(7) and 13(9) of the *Building and Construction Industry Security of Payment Act 1999*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 of the *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act 1987* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

In terms of s 13(8) of the *Building and Construction Industry Security of Payment Act 1999* a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or NSW Industrial Relations, <http://www.industrialrelations.nsw.gov.au>. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.