



WORKS PANEL DEED

Date

Parties

AUSTRALIAN CAPITAL TERRITORY

**[INSERT FULL NAME OF
PANEL MEMBER INCLUDING ACN IF
COMPANY OR ABN]**

[INSERT CONTRACT TITLE]

Prepared by

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by Community Services Directorate.

[INSERT FULL NAME, INCLUDING ACN FOR A COMPANY OR ABN FOR OTHER ORGANISATION AND CHECK IT IS A LEGAL ENTITY] of **[INSERT address (of registered office if for a company)]** (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process under RFT no. **[INSERT]** to establish a panel of suppliers which it may invite to respond to requests to deliver Works from time to time.
 - B. The Contractor is a member of the panel. The parties are entering into this Deed to acknowledge the appointment of the Contractor to the panel.
 - C. From time to time the Territory may purchase and, if selected to provide Works, the Contractor has agreed to provide the Works in accordance with the provisions of this Deed and the relevant Contract.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

Confidential Text any text of this Deed that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 6 Schedule 1**.

Contract a written agreement (howsoever named) for the provision of specific Works that is entered into by the parties, the terms of which are read with this Deed.

Contract Officers in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price the aggregate of the lump sums, rates and prices payable to the Contractor for the provision of Works in accordance with this Deed and the Contracts, as specified in, or calculated in accordance with, the

Contracts.

Information Privacy Act the *Information Privacy Act 2014* (ACT).

Insolvency Event

(1) in respect of a natural person:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or

(b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;

(ii) winding up; or

(iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,

of the entity.

For the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Normal Hours the normal days and hours for provision of Works, as specified in **Item 8 Schedule 1**.

Performance Management System the system of monitoring and measuring the performance of the Contractor in delivering the Works set out in **Schedule 5** (if any).

Prescribed Insurer	an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor’s.
Pricing Information	means the rates and prices set out in Attachment 3 (if any).
Procurement Act	the <i>Government Procurement Act 2001</i> (ACT).
Special Condition	any provision set out in Schedule 3 .
Specified Personnel	any person named in Item 3 Schedule 1 , or any other employee or agent of the Contractor, who is approved by the Territory under clause 8 .
Term	the term of this Deed specified in Item 2 Schedule 1 , and if extended, the initial term and the extended term.
Territory	when used: <ul style="list-style-type: none"> (1) in a geographical sense, the Australian Capital Territory; and (2) in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Information	the kind of information that: <ul style="list-style-type: none"> (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential; (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential; (3) is specified in Item 5 Schedule 1; or (4) is Personal Information, but does not include information that: <ul style="list-style-type: none"> (5) is or becomes public knowledge other than by breach of this Deed; (6) has been independently developed or acquired by the Contractor; or

- (7) has been notified by the Territory to the Contractor as not being confidential.

TPPs the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the Information Privacy Act.

TPP Code a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Contractor in the provision of the Works.

- WHS Legislation**
- (1) the *Work Health and Safety Act 2011* (ACT);
 - (2) the *Work Health and Safety Regulation 2011* (ACT);
 - (3) all instruments issued under the *Work Health and Safety Act 2011* or the *Work Health and Safety Regulation 2011*;
 - (4) all laws that replace the above laws; and
 - (5) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

Works the works described briefly in **Schedule 2**, and in more detail in the relevant Contract.

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to “Contractor” include any employees, agents or subcontractors of the Contractor and a reference to “panel” means the panel referred to in the recitals of this Deed;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words in the singular include the plural and vice versa;
- (4) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (5) an obligation imposed on more than one person binds them jointly and severally; and

- (6) the word “include” and any derivation is not to be construed as a word of limitation.

2. Works

2.1 Standard of care

- (1) The Contractor must perform the Works in accordance with the provisions of this Deed and the relevant Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged, or such higher standard as required under the Contract.
- (2) Without limiting **clause 2.1(1)**, the Contractor must, to the extent a Performance Management System is required under this Deed, deliver the Works in accordance with the Performance Management System, including by achieving the objectives and meeting the quality and performance management standards required in this Deed.

2.2 Normal Hours

- (1) The Contractor must not, without the Territory’s prior written approval, perform the Works outside of the Normal Hours and must otherwise perform the Works with as little inconvenience to building occupants (if applicable) as reasonably possible.
- (2) After hours or emergency call out rates (howsoever named) do not apply, and must not be included in an invoice/payment claim, for any Works conducted during Normal Hours.

2.3 Related Company Guarantee

Without limiting the Territory’s right to require securities or a guarantees under the terms of any particular Contract, the Contractor must, if requested in writing by the Territory, provide to the Territory by the date set out in the request (or, if no date is specified, within 14 days of the request, a deed of guarantee, undertaking and substitution:

- (1) in the form set out in **Attachment 5** (if any); and
- (2) duly executed by the Contractor and the related body corporate (as defined in the form) of the Contractor nominated in the Territory’s request.

2.4 Territory access to records relating to the Works

Without limiting the powers of the Territory’s Auditor-General under the *Auditor-General Act 1996* (ACT) the Territory (or its nominated representative) may, at its cost, inspect records kept by the Contractor and conduct audits and other checks, to monitor the Contractor’s delivery of the Works and compliance with this Deed and each Contract and the Contractor must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Territory (at the Territory’s expense) to take copies of all relevant records.

3. Term

This Deed is for the Term unless terminated under the provisions of this Deed.

4. Appointment to panel

4.1 Appointment

Subject to complying with the terms of this Deed and any Contracts, the Contractor is appointed to the panel for the Term.

4.2 Compliance Obligations

- (1) If the Contractor was required to obtain or hold prequalification as a condition of appointment to this panel, the Contractor must, during the Term, hold and maintain prequalification with the Territory at an equivalent or higher level.
- (2) If the Contractor was not required to hold prequalification as a condition of appointment to this panel, and at any time during the Term does not, in the Territory's absolute opinion, hold a relevant prequalification with the Territory, it must, on or before each Assessment Date provide evidence satisfactory to the Territory of the following:
 - (a) certificates of currency for all insurances required by this Deed;
 - (b) certificates of currency of insurances required to be maintained by the Contractor under any Contract (if different to those required under this Deed);
 - (c) currency of any licences required to be held by the Contractor under this Deed, or any current Contract;
 - (d) the ongoing viability of the Contractor;
 - (e) that there has been no significant safety or environmental incidents on works undertaken during the previous year; and
 - (f) compliance with policies of the Territory.

4.3 Evidence of compliance

- (1) Without limiting **clause 4.2**, the Territory may ask for one or more of the following as evidence of the Contractor's compliance with the matters set out in that clause:
 - (a) a statutory declaration;
 - (b) a statement of compliance;
 - (c) financial information in a form approved by the Territory; and/or

- (d) any other evidence the Territory reasonably deems appropriate.
- (2) For the purposes of **clause 4**, “Assessment Date” means each of the following:
 - (a) if requested by the Territory, the commencement date of this Deed;
 - (b) each anniversary of the commencement date of this Deed;
 - (c) if requested by the Territory, prior to (including as a condition of) or on the date of the parties entering into any Contract; and
 - (d) such other times as reasonably requested by the Territory.
- (3) **Clause 4** does not limit the Territory’s right to request the same or similar information from the Contractor at any time.

5. No guarantee of business

The Territory does not guarantee, warrant or otherwise represent that any:

- (1) business or minimum value of business; or
- (2) minimum volume of Works;

will be contracted to, earned or received by, the Contractor under this Deed.

6. Panel matters

6.1 Process for provision of Works

From time to time and in accordance with **Schedule 4**, the Territory may invite the Contractor to respond to requests to deliver Works.

6.2 Engagement outside the panel

The Territory may, during the Term and in its absolute discretion, choose to engage third parties to provide works similar to any of the Works.

7. Contract Price

7.1 Invoice

The Territory must pay the Contractor the Contract Price following receipt of an invoice and otherwise in accordance with the relevant Contract.

7.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, notwithstanding any other provision of a Contract, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Deed including any Contract.

7.3 Right of set-off

If the Territory claims a sum under or arising out of this Deed or any Contract, or any other agreement between the parties or between the Contractor and any other Territory entity as defined in section 3(1) of the *Government Procurement Act 2001* (ACT), the Territory may withhold, deduct or set-off the claimed sum against any sum to which the Contractor is otherwise entitled under or arising out of this Deed or any Contract.

7.4 Effect of payment

Payment, in part or in total, of the Contract Price does not constitute evidence that the Works or any part of them have been completed in accordance with this Deed and the relevant Contract and does not amount to a waiver of any right or action which the Territory may have at any time against the Contractor.

8. Contractor's personnel

The Contractor must:

- (1) in performing the Works, engage only persons who have the skills, training and expertise appropriate for the Works;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Works;
- (3) ensure the Works are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Works;
- (4) if the Territory requires, ensure that each person engaged in the performance of the Works executes a deed of confidentiality in a form acceptable to the Territory (including with respect to not accessing or otherwise safeguarding Personal Information as applicable), and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies; and
- (5) otherwise comply with any requirements in the Contract in relation to the Contractor's personnel.

9. Non-disclosure of Territory Information

9.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Deed only for the purposes of fulfilling its obligations under this Deed;
- (2) not transfer Territory Information held in connection with this Deed outside

the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

- (3) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred; and
- (4) in respect of any Personal Information held in connection with this Deed:
 - (a) comply with the TPPs and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Contractor under this Deed does not) act or engage in a practice that breaches a TPP or a TPP Code; and
 - (b) co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with, the exercise of the functions of the information privacy commissioner under the Information Privacy Act.

9.2 Contractor to protect Territory Information

- (1) Except as provided in this Deed, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law;
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers;
 - (c) generally available to the public; or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Deed is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Deed is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

9.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or

custody by virtue of the performance of this Deed (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 153 of the *Crimes Act 1900* (ACT).

10. Confidential Text under Procurement Act

10.1 Territory may make Deed publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Deed and/or any Contract may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Deed and/or any Contracts available to the public, including by publication on a public contracts register.

10.2 Confidential Text

If **Item 6 Schedule 1** states that this Deed is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 7 Schedule 1**, and **clause 10.3** applies.

10.3 Territory must not disclose Confidential Text

Except as provided in this Deed, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

11. Work Health and Safety

11.1 Compliance with work health and safety obligations

Without limiting its work health and safety obligations under the WHS Legislation or any Contract the Contractor must:

- (1) comply with the WHS Legislation and ensure all Works are carried out safely and in a manner that does not put the health and safety of persons at risk;
- (2) comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter; and
- (3) exercise a duty of utmost good faith to the Territory in carrying out the Works to enable the Territory to discharge the Territory's duties under the WHS Legislation.

11.2 Prequalification required under Deed

The Contractor acknowledges and agrees that if it was required to obtain or hold prequalification as a condition of appointment to this panel and/or as a condition of engagement under any Contract:

- (1) the Territory's WHS Active Certification Policy will apply to this Deed and/or to the relevant Contracts entered into pursuant to this Deed;
- (2) it will comply with the WHS Active Certification Policy;
- (3) the terms of the WHS Active Certification Policy are incorporated by reference into this Deed and into any Contracts to the extent necessary to give effect to the WHS Active Certification Policy; and
- (4) the Territory may terminate this Deed or suspend the Contractor from the panel where the Contractor has been allocated 100 or more Final Points (as defined in the WHS Active Certification Policy) under the WHS Active Certification Policy or where the Contractor has been suspended from any other prequalification scheme in the Territory.

12. Secure Local Jobs

12.1 Definitions for this clause

- (1) This **clause 12** applies if **Item 9 Schedule 1** states that it applies.
- (2) In this clause **12**:
 - (a) **Adverse Ruling** means a ruling by any court, tribunal, board, commission or other entity (including but not limited to the Fair Work Commission) with jurisdiction to determine the matter, that the Contractor or one of its Associated Entities has contravened an Industrial Law;
 - (b) **Applicable Subcontractor Work** means works or services that would, if provided to a Territory Entity, be "Territory-Funded Work";
 - (c) **Approved Auditor** has the meaning as set out in the Procurement Act;

- (d) **Associated Entity** has the meaning given by section 50AAA of the *Corporations Act 2001* (Cth);
- (e) **Code** means the Secure Local Jobs Code;
- (f) **Full Details** means:
 - (i) the nature of the Adverse Ruling;
 - (ii) any conviction recorded or adverse finding made in respect of the Adverse Ruling;
 - (iii) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the Adverse Ruling and the maximum penalty that could have been imposed under the relevant Industrial Law;
 - (iv) the name of the court, tribunal, board, commission or other entity, the jurisdiction in which the proceeding or prosecution was brought, the date on which the proceeding or prosecution commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity;
 - (v) the name of the entity against which the Adverse Ruling was made; and
 - (vi) any other relevant information that the Contractor may rely on as grounds for not terminating this Deed and/or any Contract as a result of the Adverse Ruling;
- (g) **Industrial Law** means any Commonwealth, State or Territory legislation that deals with matters relating to industrial relations and includes employment and workplace safety obligations;
- (h) **Labour Relations, Training and Workplace Equity Plan** has the meaning as set out in the Procurement Act;
- (i) **Registrar** has the meaning as set out in the Procurement Act;
- (j) **Secure Local Jobs Code** has the meaning as set out in the Procurement Act;
- (k) **Secure Local Jobs Code Certificate** has the meaning as set out in the Procurement Act;
- (l) **Territory Entity** has the meaning as set out in the Procurement Act; and
- (m) **Territory-Funded Work** has the meaning as set out in the Procurement Act.

- (3) For the purposes of **clause 12.2(2)** and **clause 12.3(6)** the form set out in **Attachment 2** is approved unless otherwise advised by the Territory.

12.2 Subcontractors performing Territory-Funded Work

- (1) The Contractor must, in relation to any subcontractors engaged to perform Applicable Subcontractor Work:
- (a) ensure terms are included in the agreement with the subcontractor:
 - (i) requiring the subcontractor to comply with the Code; and
 - (ii) imposing obligations on the subcontractor in the same form as those set out in **clause 12** and imposed on the Contractor (subject to any necessary variation to reflect the different parties);
 - (b) ensure:
 - (i) the subcontractor holds a Secure Local Jobs Code Certificate; and
 - (ii) the subcontractor maintains a Secure Local Jobs Code Certificate during the term of their agreement; and
 - (iii) the obligations in **clause 12.2(1)(b)(i)** and **clause 12.2(1)(b)(ii)** are included in the relevant agreement with the subcontractor.
- (2) The Territory may by written notice request the Contractor obtain a statutory declaration from a subcontractor engaged to perform Applicable Subcontractor Work regarding its compliance with the Code and provide it to the Territory within 15 Business Days of the date of the written notice. The Contractor must use its reasonable endeavours to ensure the subcontractor supplies the declaration to enable the Contractor to comply with this **clause 12.2(2)**.
- (3) Without limiting **clause 2.4**, the Territory (or nominated representative) and Approved Auditors may, at the Territory's cost, access records kept by subcontractors engaged to perform Territory-Funded Work and conduct audits and other reviews and checks, to monitor compliance with this clause and the Code, except in circumstances where a nomination would result in a conflict with Commonwealth laws.

12.3 Contractor's Secure Local Jobs responsibilities

- (1) The Contractor must comply with all of its obligations under the Code.
- (2) The Contractor must maintain a valid Secure Local Jobs Code Certificate during the Term.

- (3) Failure of the Contractor to maintain a valid Secure Local Jobs Certificate will constitute a breach of an essential term of this Deed entitling the Territory to terminate the Deed and any Contract on written notice to the Contractor.
- (4) If at any time during the Term an Adverse Ruling is made, the Contractor must, within 7 Business Days of the making of the Adverse Ruling, provide a statutory declaration by an authorised representative of the Contractor setting out the Full Details of the Adverse Ruling and (if applicable) any existing or planned remedial measures taken or to be taken to prevent a contravention, breach or offence similar to the contravention, breach or offence on which the Adverse Ruling is based from recurring.
- (5) The Contractor must provide the Territory with a statutory declaration in a form approved by the Territory regarding its compliance with the Code:
 - (a) within 5 working days of a written request from the Territory; and
 - (b) if requested in writing by the Territory, at the time the Contractor provides an invoice/payment claim.
- (6) Failure of the Contractor to provide a statutory declaration in accordance with **clause 12.3(5)** or the making of a false statement in a statutory declaration by the Contractor or its representative will constitute a breach of this Deed and each Contract.
- (7) If the Contractor fails to provide a statutory declaration in accordance with **clause 12.3(5)(b)** the Territory may withhold payment of monies otherwise due to the Contractor in respect of the relevant invoice/payment claim until the statutory declaration is received.
- (8) The Territory may require that Contractor conduct face-to-face induction sessions with employees at the commencement of Territory-Funded Work or commencement of employment in relation to Territory-Funded Work.
- (9) The Territory may require a union workplace delegate or employee representative to attend staff induction sessions held by the Contractor except in circumstances where attendance would result in a conflict with Commonwealth laws.
- (10) The Contractor must, at all reasonable times, allow the Territory, Registrar or person nominated by the Territory or Registrar to enter the Contractor's worksite where the Territory-Funded Work is being performed in order to undertake education and awareness raising activities in relation to the Code. A person may not be nominated by the Territory or Registrar under this **clause 12.3(11)** in circumstances where entry would result in a conflict with Commonwealth laws.
- (11) Without limiting **clause 2.4**, the Territory (or nominated representative) and Approved Auditors may, at the Territory's cost, access records kept by the Contractor and conduct audits and other reviews and checks, to monitor

compliance with this clause and the Code, except in circumstances where a nomination would result in a conflict with Commonwealth laws.

- (12) If the Contractor was required to submit a Labour Relations, Training and Workplace Equity Plan as part of its tender or response for appointment to the panel and/or for a Contract:
- (a) the Contractor must implement its commitments set out in its Labour Relations, Training and Workplace Equity Plan;
 - (b) the Contractor must report to the Territory on its compliance with **clause 12.3(13)(a)** quarterly during the periods when it holds a current Contract for Territory-Funded Work;
 - (c) the Contractor must attend any meetings scheduled by the Territory to review its progress in implementing its commitments set out in the Labour Relations, Training and Workplace Equity Plan; and
 - (d) failure to comply, in whole or in part, with the commitments contained in any Labour Relations, Training and Workplace Equity Plan may be taken into account in the award of future contracts for Territory Entities and/or the granting of future Secure Local Jobs Code Certificates by the Registrar.

13. Insurance and indemnity

13.1 Insurance

The Contractor must effect and maintain for the Term and for the term of all current Contracts all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 4 Schedule 1**, and any other insurance specified in that Item or in a Contract, with a Prescribed Insurer.

13.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Works, except to the extent that the Territory caused the relevant loss, damage or injury.

13.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 13.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Deed or any Contract.

14. Termination

14.1 Default

- (1) Without limiting any other right of termination provided for under this Deed or a Contract, the Territory may terminate this Deed and/or any Contract, or suspend the Contractor's status as a member of the panel at any time by notice to the Contractor, if the Contractor:
 - (a) is the subject of an Insolvency Event;
 - (b) fails to commence regular and timely provision of the Works as required under this Deed and the relevant Contract, or fails to meet any prescribed timeframes; or
 - (c) is in breach of a provision of this Deed or a Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory; or
 - (ii) is not capable of being remedied; or
 - (iii) in the Territory's absolute opinion is a serious breach; or
 - (d) has been allocated 100 or more Final Points (as defined in the WHS Active Certification Policy) under the WHS Active Certification Policy or has been suspended under any other prequalification scheme in the Territory.
- (2) In the event the Contractor is suspended from the panel the Contractor:
 - (a) is ineligible to receive Contracts for the period of the suspension; and
 - (b) must continue providing Works under any current Contract, unless otherwise terminated in accordance with this Deed or the relevant Contract.
- (3) In the event this Deed is terminated or the Contractor is suspended from the panel by the Territory under this **clause 14.1**, any then current Contract may be terminated by the Territory in its absolute discretion, by written notice to the Contractor. For the purposes of the relevant Contract, the Territory's right to terminate is deemed to arise on the basis of the Contractor's default.
- (4) When determining whether a serious breach of this Deed has occurred the Territory may, but is not limited to, consider such matters as:
 - (a) the number of instances of failure or breach;
 - (b) whether remedial measures taken by the Contractor are commensurate with the failure or breach and in the reasonable opinion of the Territory, can be expected to prevent such failure or breach from recurring; and

- (c) whether the Territory is otherwise satisfied that the Contractor has shown good cause why panel status should not be suspended or this Deed terminated (as the case may be).
- (5) If the Contractor is suspended from the Panel, the Territory may place such condition on its reinstatement to the Panel as it considers appropriate in the circumstances.

14.2 Termination of Deed for any reason

- (1) The Territory may, at any time by notice to the Contractor, terminate this Deed for any reason and in that event:
 - (a) any then current Contract may also be terminated by the Territory, in the Territory's absolute discretion, by written notice to the Contractor; and
 - (b) in relation to each terminated Contract (if any):
 - (i) the Territory will be liable only for payments and costs as prescribed in the terminated Contract(s) in relation to termination for convenience; and
 - (ii) the Contractor must take such actions are required under the terminated Contract(s) in the event of termination for convenience.
- (2) The Contractor must continue to perform any Contract not terminated pursuant to **clause 14.1(3)** or **14.2(1)(a)** in accordance with the terms and conditions of this Deed, and the relevant Contract, and the Territory will continue to pay the Contractor in accordance with this Deed and the relevant Contract until the relevant Contract expires or is earlier terminated. This clause survives termination of this Deed.

14.3 Expiration of Deed

If a Contract is not complete at the expiration of this Deed, the Contractor must complete the Contract in accordance with the terms and conditions of this Deed, and the relevant Contract, and the Territory will continue to pay the Contractor in accordance with this Deed and the relevant Contract until the relevant Contract expires or is earlier terminated. This clause survives the expiration of this Deed.

14.4 No prejudice

Nothing in this **clause 14** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

15. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the

Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, refer the matter to appropriate senior executives of each party with authority to finally determine the matter.

- (2) Nothing in this **clause 15** will prejudice the rights of either party to institute proceedings to enforce this Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.
- (3) Each party must continue to perform its obligations under this Deed and each Contract notwithstanding the existence of a Dispute.
- (4) If a difference or dispute arises in relation to a Contract, the parties must comply with the dispute resolution procedures set out in the Contract or, if no dispute resolution procedures is set out in the Contract, the parties must comply with this **clause 15** in relation to the difference or dispute.

16. General

16.1 Cooperation and good faith

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of this Deed and any Contract; and
- (2) act reasonably and in good faith with respect to matters that relate to this Deed and any Contract.

16.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Works and its other obligations under this Deed and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

16.3 No employment, partnership or agency relationship

Nothing in this Deed constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

16.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Works or assign the whole or part of this Deed or a Contract without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term “control” including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches paragraph (1), the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor’s or assignee’s capability to continue performing this Deed or to provide security to ensure the proper performance of this Deed.

16.5 Entire agreement

This Deed and each Contract comprises the entire agreement between the parties in relation to the Works and supersedes any prior representations, negotiations, writings, memoranda and agreements.

16.6 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

16.7 Variation

This Deed may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Deed.

16.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

16.9 Governing law and compliance with the law

This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Works.

16.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of 5 business days after the date on which it was sent;

- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgement of receipt by any means;
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (c) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and, if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

16.11 Special Conditions

- (1) In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.
- (2) In the event of any inconsistency between a Contract and this Deed, the Contract will prevail.

16.12 Survival of clauses

Clauses 7.2, 7.3, 9 and 13.2 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1

DEED DETAILS

Item 1. Contract Officers

See clauses 1.1 and 16.10

For the Territory:

[INSERT name of Contract Officer]

[INSERT contact details – address and email]

For the Contractor:

[INSERT name of Contract Officer]

[INSERT contact details – address and email]

Item 2. Term

See clauses 1.1 and 3

From [INSERT start date, eg. the date of this Deed] until [INSERT end date].

[If the Territory has an option to extend the Deed for one or more further periods, also include the following: The Territory may, in its absolute discretion, extend the Deed for up to [INSERT number, eg 2] periods, each of [INSERT length, eg 1 year].

Item 3. Specified Personnel

See clauses 1.1 and 8

Not used.

[OR, INSERT both the individual’s names and positions, eg “John Smith – Project Manager”]

Item 4. Other amounts and insurance

See clause 13.1

- (1) Public liability insurance: \$[INSERT amount, eg. \$20 million] (in respect of each claim).
- (2) Professional indemnity insurance: \$[INSERT amount, eg. \$10 million] (in respect of each claim) and \$[INSERT amount, eg. \$10 million or a different amount] (in the annual aggregate).
- (3) [INSERT other type of insurance].

[Instructional Note (Delete before finalising): the level of public liability insurance under this Deed must be based on an assessment of risk of the activities arising from the provision of Works.

Advice from the ACTIA may be obtained regarding whether professional indemnity insurance is required for the purposes of the Deed and the appropriate level.

If professional indemnity insurance is required, the Contractor may be subject to a professional standards scheme created under the *Civil Law (Wrongs) Act 2002* (ACT), which must be applied in determining the level

of professional indemnity insurance for the Deed. Seek ACTGS advice regarding how the Scheme affects the professional indemnity insurance requirements in the Deed.

If professional indemnity insurance is required, consideration should be given to whether “run-off” cover is necessary. If so, the following words may be included in this Item 20: “The Contractor must maintain the professional indemnity insurance coverage required under this Item for an additional period of 6 years from the expiration of the Term. This Item survives the expiration or earlier termination of this Deed.”]

Item 5. Territory Information

See clauses 1.1 and 9

Item not used.

[OR, INSERT details of any information (other than Confidential Text) that the Territory requires the Contractor to keep confidential in addition to what is already set out in the definition of Territory Information. If details in the definition of Territory Information are sufficient, and there is no other known specific items of Territory Information, RETAIN “Item not used”.]

Item 6. Confidential Text

See clauses 1.1 and 10

- (1) This Deed is a “notifiable contract” under the Procurement Act.
- (2) The following is Confidential Text: and then INSERT details of any **text in the Deed** that either party requires the Territory to keep confidential, eg. name and other personal details of Contract Officers or Specified Personnel, hourly rates or other individual components of the Pricing Information.

If the Deed is a notifiable contract under the Procurement Act, text may only be deleted from the public text of the Deed if the Territory is permitted to not disclose the text on the basis of one or more of the grounds set out in section 35(1) of the Procurement Act. The relevant grounds should be specified below.

If this is a notifiable contract, but there is no Confidential Text, DELETE paragraph (2), retaining paragraph (1) and also include “There is no Confidential Text”.

If this is NOT a notifiable contract, DELETE the above and write “Not used”]

Item 7. Grounds for confidentiality of Confidential Text

See clause 10

[If this is a notifiable contract, and there is Confidential Text, MODIFY this Item as appropriate (see text below):

“The Procurement Act, part 3 (Notifiable Contracts) applies to this Agreement. The Territory is satisfied that the Confidential Text is “confidential information” for the purposes of that Act because disclosure of the text would:

EXAMPLE ONLY

- (1) be an unreasonable disclosure of Personal Information about a person; or
- (2) be an unreasonable disclosure of information about the business affairs of a person.”]

[**Instructional Note:** if the Agreement is a “notifiable contract” under the Procurement Act, in order for the Confidential Text to be kept confidential, the Territory must be satisfied that at least one of the grounds for confidentiality set out in section 35(1) of the Act applies to the Confidential Text.

Also, note that if this Item is used, the Item immediately above must also be completed.

If this is NOT a notifiable contract, or there is NO Confidential Text, DELETE the above and write “Not used”]

Item 8. Normal Hours

See clauses 1.1 and 2

As specified in the relevant Contract, or, if not specified in the relevant contract there are no times during which after hours or emergency call out rates (howsoever named) apply.

[**Instructional Note:** or, if after hours or emergency call out rates will be applicable outside of specified hours, note those hours here, for example “Monday to Friday 7:00am to 5:00pm (excluding public holidays in the Australian Capital Territory) unless otherwise specified in a Contract.”]

Item 9. Secure Local Jobs

See clause 12

Clause 12 (Secure Local Jobs) applies/does not apply.

(Clause 12 applies if item not filled out)

SCHEDULE 2

THE WORKS

If engaged under a Contract to provide Works, subject to that Contract, and within any timeframes specified in that Contract, the Contractor will provide services or works or categories of services or works as follows.

Item 1. Works

Item Number	Details of services or works
1	
2	
3	
4	

SCHEDULE 3

SPECIAL CONDITIONS

See clause 16.11

[If there are no Special Conditions, DELETE the following Items and INSERT “Not Used”.]

Item 1. Prequalification

[**Instructional Note:** This Special Condition should be used prequalification may be a requirement for the provision of particular services/works, otherwise write “Not Used”.]

A Contractor may at any time during the Term notify the Territory’s Contract Officer that it has obtained prequalification with the Territory, or that it has obtained a higher level or additional category of prequalification with the Territory, and provide evidence satisfactory to the Territory. Evidence of prequalification status may be used by the Territory when determining to whom a Works Request (as defined in **Schedule 4**) may be relevant to issue, noting that some kinds or values of Works will only be allocated to appropriately prequalified panel members as set out in **Schedule 4**.

Item 2. Changes in control of Contractor

[**Instructional Note:** This Special Condition should only be used if **clause 16.4** is not sufficient and a wider set of circumstances in which a change in control of the Contractor is deemed to occur is required.]

In addition to the circumstances set out in **clause 16.4(2)**, for the purposes of **clause 16.4**, “control” includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

Item 3. Open Panel

[**Instructional Note:** Use this Special Condition if the panel is open, and new members may be appointed by the Territory from time to time]

The Territory may, during the Term and in its absolute discretion:

- (1) choose to appoint other persons to the panel; and

- (2) choose the method or methods by which other persons will be appointed to the panel.

Item 4. Adjustment

[Instructional note: Use this special condition if the Territory has agreed that pricing (as set out in the Pricing Information schedule) may be adjusted over the term of the Deed. The relevant methodology by which pricing is to be adjusted should be set out below. An EXAMPLE ONLY is included. There are numbers of ways an adjustment mechanism may be drafted. The example is on the basis of an annual adjustment referable to CPI. Seek advice from the ACTGS as required, including if a different adjustment methodology is required (eg WPI)]

- (1) The parties agree that the Contractor's rates set in out in the Pricing Information at **Attachment 3** (if any) and are fixed until [insert eg "30 June 2016" if review is to coincide with the financial year, or "the first anniversary of this Deed" if the increase is to coincide with the anniversary of this Deed] ("**Review Date**"). On, or within 30 days following the Review Date, and on, or within 30 days following each anniversary of the Review Date (which will also be a Review Date), the Contractor may submit a request ("**Review Request**") for review of its Pricing Information.

- (2) If:

- (a) the Contractor does not submit a Review Request within 30 days of the Review Date; or
- (b) the Territory determines that a revision of the Pricing Information is not reasonable in accordance with paragraph (3),

the Contractor's rates subsisting immediately prior to the relevant Review Date will continue to apply.

- (3) If the Territory in its absolute discretion determines that a revision of the Pricing Information is fair or reasonable in the circumstances prevailing at the time, the Pricing Information will be adjusted from the relevant Review Date in accordance with the following paragraphs.

$$NR = OR \times \frac{NCPI}{OCPI}$$

Where:

- "NR" is the new rate for the referable Works in the referable year.
- "OR" is the rate which applied immediately preceding the last Review Date.
- "NCPI" is the last published Consumer Price Index prior to the most recent Review Date.

“OCPI” is the Consumer Price Index as published prior to date upon which the referable rates were most recently reviewed, varied or set pursuant to this Agreement. Note that rates may or may not be reviewed on each Review Date during the Term.

For the purpose of this Item **Consumer Price Index (CPI)** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Deed). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.

- (4) If the Contractor’s Pricing Information is adjusted:
- (a) with respect to any Contracts entered into after the relevant Review Date, the new rates will apply; and
 - (b) with respect to any Contracts entered into before the relevant Review Date, the rates that applied at the time of execution of that Contract will continue to apply to that Contract.

Item 5. Local Industry Participation

[Instructional Note: Only use this Special Condition in circumstances where the Consultant was required to submit a local industry participation plan as part of its tender for the Services].

- 1.1 The Contractor must implement its commitments set out in its local industry participation plan (“**LIP Plan**”) submitted as part of its tender for the panel.
- 1.2 The Contractor must provide a local industry participation report (“**LIP Report**”) on its compliance with this clause in a format and addressing matters reasonably required by the Territory within 6 months of the date of this Deed and on or before the first, and each subsequent, anniversary of this Deed.
- 1.3 Before or concurrently with the Contractor’s submission to the Territory of its final invoice/payment claim for payment under each Contract, the Contractor must provide to the Territory a final LIP Report (“**Final LIP Report**”) that sets out its level of compliance with the commitments provided for in the LIP Plan throughout the Term and which is accompanied by a statutory declaration stating the information provided in the Final LIP Report is true and correct.

- 1.4 The Territory may withhold payment of the final invoice under a Contract until submission of a satisfactory Final LIP Report by the Contractor.
- 1.5 The Contractor must attend any meeting scheduled by the Territory to review how its LIP Plan is being implemented and advanced, and for this purpose, the Contractor must provide all information reasonably requested by the Territory.
- 1.6 The Contractor's failure to comply, in whole or in part, with the commitments contained within the LIP Plan may be a factor taken into account in the award of future contracts for the Territory.

Item 6 Standing offer

This Deed forms an irrevocable standing offer from the Contractor to the Territory to perform the Services for which the Contractor is appointed as required from time to time at, prices which do not exceed the Contract Price and in accordance with this Deed and each Contract.

SCHEDULE 4

Allocation of Work

See clause 6.1

For the purposes of this **Schedule 4**, the following definitions apply unless the context indicates otherwise.

- Draft Work Order** a written request substantially in the form of **Attachment 1A** or **Attachment 1B** of this Deed (or any other form referencing this Deed) by the Territory for the Contractor to provide a response in relation to an opportunity to provide Works under this Deed.
- Request for Quotation** a written request by the Territory to the contractor to provide a quotation for particular Works, substantially in the form of **Attachment 1** or any other form referencing this Deed.
- Work Order** a finalised and agreed Draft Work Order, which is, when executed, a Contract.
- Works Category** any of the following categories of works:
- (a) [insert list of categories from the request for tender]; and
 - (b) any new or amended categories from time to time.
- [OR, if there are no works categories retain this definition, replacing the above text with “not used”.

Item 1. Process for provision of Works

1.1 Request for Works

- (1) From time to time the Territory may issue to one or more Contractors a Draft Work Order or Request for Quote detailing the Works required.
- (2) Draft Work Orders and Requests for Quote issued may be issued using the VendorPanel software product, which the Territory will make available free-of-charge to Contractors.
- (3) The Contractor acknowledges that the Territory may, in its absolute discretion, use a competitive process in selecting a Contractor to provide the Works.
- (4) In selecting Contractors to receive a particular Draft Work Order or Request for Quote, the Territory may take into account any matters it considers relevant including but not limited to:
 - (a) whether the Contractor’s panel deed includes the relevant Works Category;

- (b) whether the Contractor has notified the Territory's Contract Officer that it holds the level of prequalification or registration the Territory requires for the particular Works (if any);
 - (c) the number of Draft Work Orders or Requests for Quote previously issued to Contractors within the relevant Works Category;
 - (d) the Contractor's areas of speciality;
 - (e) the Contractor's past performance if it has previously provided Works to the Territory under the panel arrangement; and
 - (f) the Contractor's past observance of Territory policy.
- (5) For the avoidance of doubt, receipt of a Draft Work Order or Request for Quote is not an indication that the Contractor will be selected to provide the relevant Works.

1.2 Price basis for responses to Draft Work Orders

In responding to a Draft Work Order or Request for Quote, any prices quoted by the Contractor must not exceed the Contractor's Pricing Information at **Attachment 3** of this Deed.

1.3 Responses to a Draft Work Order

- (1) Upon receipt of a Draft Work Order or Request for Quote, and within the time specified in the Draft Work Order or Requests for Quote, the Contractor must:
- (a) if specified in the Draft Work Order or Request for Quote, acknowledge, in writing, its receipt of the Draft Work Order or Request for Quote. If an acknowledgment is not received by the Territory as required, the Territory may, in its absolute discretion, not consider the Contractor further in relation to those Works;
 - (b) submit a written response that addresses all matters specified in the Draft Work Order or Request for Quote, or in any covering letter or other document provided with the Draft Work Order or Request for Quote (which may include, for example, responding to assessment criteria, the provision of a quotation and the provision of pricing breakdown to facilitate evaluation of value for money);
 - (c) submit a completed and signed copy of the Draft Work Order or Request for Quote; and
 - (d) in respect of Draft Work Orders, submit a document clearly and accurately detailing any changes requested to be made to the Draft Work Order.
- (2) Alternatively, the Contractor may reject the Draft Work Order or Request for Quote, in which case the Territory and the Contractor will have no further

obligations with respect to those Works.

- (3) In the event a Contractor fails to submit its response within the time required, or submits a response that cannot be read, is at variance with or does not respond fully to, or does not comply with the requirements specified in relation to the Draft Work Order, Request for Quote or this Deed, the response will be considered non-conforming and the Territory may, in its absolute discretion:
 - (a) reject the response and not consider it further; or
 - (b) ignore the non-conformance and assess the response; or
 - (c) if it is possible to correct the non-conformance without affecting the probity of any competitive process, permit the Contractor to do so.

- (4) In assessing a Contractor's response to a Draft Work Order or Request for Quote, the Territory will take into account any matters set out in the Draft Work Order, or Request for Quote and may also take the following considerations into account:
 - (a) the quoted price (if relevant) and value for money;
 - (b) the Contractor's past performance if it has previously provided Works to the Territory under the panel arrangement;
 - (c) the Contractor's proposed methodology;
 - (d) the capacity and availability of the Contractor's resources (including availability of any special equipment, expertise or products required);
 - (e) the Contractor's areas of speciality;
 - (f) an absence or presence of any conflicts of interest;
 - (g) the Contractor's ability to respond and complete performance of the Works within the required timeframe (including in light of its current workloads); and
 - (h) the Contractor's observance of Territory policy;
 - (i) evidence of current prequalification and/or registration as required by the Territory.

- (5) Once response(s) to a Draft Work Order or Request for Quote from Contractor(s) have been assessed, the Territory may select a preferred Contractor and then:
 - (a) commence contract negotiations with the preferred Contractor; or
 - (b) if a competitive process was used, commence negotiations with

another Contractor if contract negotiations with the preferred Contractor are not concluded in a manner satisfactory to the Territory (including within a time specified by the Territory); or

- (c) cease negotiations with any Contractor (in which case, without limiting the actions the Territory may take, the Territory may, in its absolute discretion, issue a further Draft Work Order or Request for Quote to one or more Contractors, or source the Works from outside the panel).

1.4 Lodgement of responses

Responses are to be lodged in the manner specified in the Draft Work Order or Request for Quote, which may be using the VendorPanel software product. Specific lodgement requirements will be detailed in each Draft Work Order or Request for Quote.

1.5 Agreement to provide Works

- (1) The Territory will notify the relevant Contractor(s) of the form of contract that will be used to document the parties' arrangement in respect of any particular Draft Work Order or Request for Quote which may be:
 - (a) based on a finalised Work Order substantially in the form of **Attachment 1A** or **Attachment 1B**, together with the terms and conditions of the Territory's modified version of MW21 or the Territory's modified version of GC21 Edition 1 (as applicable);
 - (b) AS-2124 – 1992 as issued by Standards Australia;
 - (c) the Territory's *Maintenance Services Agreement*, available at <http://tenders.act.gov.au>;
 - (d) the Territory's *Short Form of Tender Construction*, available at <http://tenders.act.gov.au>; or
 - (e) another form of contract specified in a Draft Work Order or Request for Quote.
- (2) If **Item 1.5(1)(a)** applies, a final Work Order must be agreed by the parties and must be signed by both the Contractor and the Territory prior to the commencement of the Works specified in that Work Order, and the parties' contract will be comprised of the final Work Order, this Deed and the terms and conditions of the Territory's modified version of MW21 or GC21 (as applicable).
- (3) Otherwise, if **Item 1.5(1)(a)** does not apply, a contract must be agreed by the parties and signed by both the parties prior to the commencement of the Works the subject of the Draft Work Order or Request for Quote. The parties' agreement with respect to the provision of Works is set out in the final executed contract and this Deed.

Item 2 Other territory entities

- (1) “**Territory Entity**” for this **Item 2** means the Territory and its administrative units from time to time and any other Territory entity, agency, authority or body that is a ‘Territory entity’ for any purpose of the *Auditor General Act 1996 (ACT)*, whether or not incorporated, and established for a public purpose by Territory legislation, or an instrument made under that legislation. For the avoidance of doubt, it includes any entity that is a ‘Territory authority’ for any purpose of the *Financial Management Act 1994*, the Commissioner for Social Housing, the ACT Government Solicitor, the Office of the Legislative Assembly and an officer of the Assembly, but does not include Icon Water Limited or the University of Canberra.
- (2) Any Territory Entity may procure the Services under this Deed on the following conditions:
 - (a) such procurement is by way of an Draft Work Order placed by that Territory Entity with the Contractor;
 - (b) the Territory Entity placing any such Draft Work Order is not required to be specifically authorised by the Contract Officer to place such a Draft Work Order; and
 - (c) the final Work Order forms a separate Contract directly between the Territory Entity and the Contractor.
- (3) The Term of each Contract is the term specified in the relevant Contract.
- (4) Each Contract between the relevant Territory Entity and the Contractor comprises:
 - (a) the terms and conditions of the final Work Order;
 - (b) the following terms of this Deed:
 - (A) **clauses 1, 2.1(1), 2.2, 2.4, 7, 8, 9, 10, 11, 12 and 16, Schedule 1** (to the extent relevant) and **Schedule 2**,except that:
 - (B) the term “Territory” where used other than in a geographic sense shall be read as referring to the Territory Entity placing such Work Order;
 - (C) the term “Deed” or “Contract” shall be read as referring to the relevant Contract between the parties only;
 - (D) **clause 10** applies only to Confidential Text in the relevant Contract as agreed by the parties in the relevant Contract;
 - (E) the term “Contract Officer” for the Territory shall be read as referring to the person nominated as the Territory Entity’s representative in the Contract or otherwise notified to the Contractor by the Territory Entity from time to time;
 - (F) the invoice periods shall be as specified in that Contract;
 - (G) the address for notices to the Territory Entity shall be as specified in that Contract; and

- (H) the method and amount of payments shall be as specified in the Contract.
- (5) In relation to the provision of Services by the Contractor to the Territory Entity under any such Contract
- (a) both the Territory Entity and the Contractor are contracting on their own behalf; and
 - (b) if the Territory Entity is not the same legal entity as the Territory, the Contractor agrees to release the Territory from any claim whatsoever associated with the Contract.

SCHEDULE 5

Performance Management System

See clause 2

[Not used.

OR, Insert the requirements for the Performance Management System, and KPIs, if relevant for this Deed. Otherwise, if there is to be no performance management system, delete the below and retain “Not used”. Included below are some usual definitions and provisions which may be relevant to include. However, the performance management system and related KPIs will need to be drafted for the particular requirements of each panel arrangement]

Item 1. Definitions

“KPIs” means key performance indicators, being the indicators applicable to the Performance Management System.

Item 2. Performance Management System and KPIs

2.1 Neither the Performance Management System, Key Performance Indicators (**KPIs**), level of performance of the Contractor or any other act or omission of the Contractor in connection with the Performance Management System will limit the rights and obligations of the parties, whether under this Deed, a Contract or otherwise at law or in equity.

2.2 [Insert performance management system including implications if the KPIs are not met]

Item 3. KPIs

[INSERT KPIs]

SIGNED AS A DEED.....

SIGNED, SEALED AND DELIVERED)
for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY) Signature of Territory delegate
in the presence of:

.....
Signature of witness Print name

.....
Print name

SIGNED, SEALED AND DELIVERED)
by or for and on behalf of)
[NAME OF CONTRACTOR]) Signature of director/ authorised
in the presence of: officer/ individual*
*DELETE whichever is not applicable (see note below)

.....
Signature of director/ secretary/ witness* Print name
*DELETE whichever is not applicable (see note below)

.....
Print name Signature of second authorised officer*
*only use if Incorporated Association (see note below)

.....
Print name



Note:

- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with **either section 126 or section 127** of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor’s constitution.
- Individual: Must be signed by the individual Contractor and witnessed.
- Incorporated Association: Must be signed in accordance with the Contractor’s constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1

[Note to drafter: This request for quote is drafted on the basis that the parties will separately enter into a contract for the Works once a preferred respondent is identified. **Do not use this document to enter into a contract.** Any text in red is for your attention. When using this template to prepare a request for quote you will need to complete and/or follow any user prompts and also read the instructional notes.

DELETE this note, all prompts and other notes before finalising the request for quote

Request for Quote

See Schedule 4 of the Deed



Request for Quote – Issued Under **[INSERT TITLE/REFERENCE TO PANEL DEED]**

Issue date:

Responses close at 2pm on:

Acknowledgement of receipt of Request for Quote required? **Yes/No** Time for acknowledgement: 3 business days

Issued to:

Instructions to Contractor:

Issued under and subject to the terms of panel deed No. **<<insert>>** (“Deed”)

Complete and sign this Request for Quote, addressing any assessment criteria or other matters notified by the Territory and submit your response by the date and time for submission to: <<insert>>

If the Contractor is assessed as the preferred panel member to provide the Works, the Territory and the Contractor must execute the form of contract specified in this Request for Quote prior to the commencement of the Works.

For any questions about this Request for Quote, contact the Territory requesting officer:

Name: **<<insert>>**

Ph: **<<insert>>**

Email: **insert>>**

ISSUED TO:

Entity Name:	<<insert>>
ACN if company/ABN:	<<insert>>
Email:	<<insert>>

PARTICULARS	<<insert>>
Project No:	<<insert>>
Project Title:	<<insert>>
Location/Site:	<<insert>>
Work Permitted outside Normal Hours?:	Yes / No <i>(Default is “No” if not completed. Normal Hours are <<insert>>)</i>
Time for commencement of the works:	<<insert>>
Time for completion of the works:	<<insert>>
Defects Liability Period:	<<insert>> <i>(Default is 12 months if not completed)</i>

<<insert assessment criteria>>	<i>Respondent's response:</i>
<<insert assessment criteria>>	<i>Respondent's response:</i>
<<insert assessment criteria>>	<i>Respondent's response:</i>
<<insert assessment criteria>>	<i>Respondent's response:</i>

B. Quotation

Lump Sum Quotation for the performance of the Works:	\$..... including GST.
---	------------------------

The Contractor is requested to provide a break down of their lump sum quote, for information only. All amounts must include an amount for GST.

Item No.	Description	Amount (inclusive of GST)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$

Requesting Officer:

Name:

Signature:

Date:

Position:

Ph:

Email:

This form must be signed by an authorised officer of the Contractor and returned to the Territory Contract Officer by date for submission specified above.

Contractor: *[Respondent to complete]*

Name:

Signature:

Date:

Position:

Ph:

Email:

Notes:

No contractual arrangement arises until the Contractor and the parties have executed a contract for the Works. The provision of Works is subject to and must be read with the Deed and the parties' contract.

Any prices quoted by the Contractor in this Request for Quote must not exceed those set out in, or calculated in accordance with, the Pricing Information at Attachment 2 of the Deed (if any).

ATTACHMENT 1A

Draft Work Order Template – MW21 v1.7 Updated 11 December 2020 for compliance with the Government Procurement (Charter of Procurement Values) Direction 2020

[Note to drafter: This work order is drafted on the basis that the terms and conditions of the Territory’s modified version of MW21 will apply to the arrangement with the preferred respondent. **Do not use this work order if any other form of contract is intended to be used to engage the Contractor.** Any text in red is for your attention. When using this template to prepare a work order you will need to complete and/or follow any user prompts and also read the instructional notes.

DELETE this note, all prompts and other notes before finalising the work order]



WORK ORDER – ISSUED UNDER [INSERT TITLE/REFERENCE TO PANEL DEED]

Issue date: <<insert>>

Date for submission of response: <<insert>>

Acknowledgement of receipt of Work Order required? Yes / No

Time for acknowledgement: [insert by COB XX Date]

Issued to: [INSERT Contractor name, including ACN]

Lodgement: Tenders ACT << <https://tenders.act.gov.au>>>

INSTRUCTIONS TO CONTRACTOR:

Issued under and subject to the terms of Panel Deed No. <<insert>> (“Deed”) and the terms and conditions of the Territory’s Modified Version of MW21 (“Contract”) available at <<insert web link>>

Complete and sign this Work Order, addressing any assessment criteria or other matters notified by the Territory and submit your response to: Tenders ACT <<insert web link>>

If the Contractor wishes to request any amendments to the Work Order, including requesting any Confidential Text, amend and sign the Work Order and return it to the Territory together with a document clearly detailing the changes requested to the Work Order. The Territory is not bound to accept any requested amendments. If the Contractor is assessed as the preferred panel member to provide the Works, the Territory and the Contractor must execute a final version of this Work Order prior to the commencement of the Works.

The *Government Procurement (Charter of Procurement Values) Direction 2020* applies to this

Work Order and requires the Contractor to complete Attachment A to the Work Order to demonstrate compliance, which is returned with the completed and signed Work Order.

For any questions about this Work Order, contact the Territory requesting officer:

Name: <<insert>>

Phone: <<insert>>

Email: <<insert>>

Signature: _____

Works: <i>Mentioned in Clause 1.39 of the Contract:</i>	[insert brief description of the works including outline of elements, and include an attachment of the more detailed requirements] The Works are as more specifically set out in Attachment B to this Work Order.
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Site: <i>Mentioned in Clause 1.32 of the Contract:</i>	[insert details of the site, including block, section and (if relevant) unit number as well as street address. Attach a map showing the site in cross-hatch. Include additional explanation of the site as relevant eg: The Site is [insert address], being Block [x], Section [x] of [x] as shown in cross hatch in the map at Attachment [x] to this work order.]
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Contract Price: [Note – the below wording is to be used if the contract is on the basis of a lump sum. If a schedule of rates is used, seek advice from your manager or the ACT Government Solicitor as to appropriate wording. The Schedule of Rates will need to be attached to the Work Order].

As defined in Clause 1.9 of the Contract I/We quote to perform the work for the Contract Price, being the lump sum (including Provisional Allowances, if any) of:

Respondent to complete: _____

(\$.....) including GST.

MW21 Contract Information

Note: The following table constitutes the Contract Information for the purposes of the Contract. Any terms in capitals have the meaning specified in clause 1.1 of the Contract, or of the Deed unless otherwise indicated. For the avoidance of doubt, for the purposes of the Contract, and the “Principal” is the Territory.

[Guide notes in red text the Contract Information are for drafters.

- carefully read and follow all guide notes.

- when indicated, obtain advice and/or approval from the appropriate senior manager; and

- delete all guide notes from the document prior to execution.

In completing the contract information you should retain the cross referencing to other parts of the Contract and Deed, and references to a default position, for example retain the words “the date of contract if not filled in”, even where the item has been filled in.

The “»” symbol and/or “[insert]” has been used to indicate where input is required by the drafter. **DELETE this note and all other notes in red text prior to release to Contractors]**

1.	Authorised Person <i>Mentioned in Clause 1.1 of the Contract</i>	For the Principal: The Authorised Person is: Title: [insert] <hr/> Office address: [insert] (for delivery by hand) <hr/> Postal address: [insert] (for delivery by post) <hr/> Telephone number: [insert] <hr/> Facsimile number: [insert] <hr/> General email address: [insert] <hr/> Payment claims: 1. To be served through PMARS 2. Payment Claim is to be made in favour of the represented Directorate of the Principal the (insert the full name of the Directorate or Agency and their ABN as applicable) and is to be addressed to the Contract Officer. Payment Claims are to be addressed as follows: Directorate Directorate Representative Directorate Address [1. If a different electronic system or email address for Payment Claims is required from this default, delete the above and write the appropriate system or email. Seek advice from an appropriate senior manager prior to amending this email address. 2. Insert the name of the Directorate, their representative and all other information that the Directorate requires to be provided in the Payment Claim so that they are able to process the Payment Claim after assessment by the Contract Officer.] For the Contractor The Authorised Person is: [insert] <hr/> Title: [insert] <hr/> The Authorised Person is: [insert]
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		Office address: (for delivery by hand)	[insert]
		Postal address: (for delivery by post)	[insert]
		Telephone number:	[insert]
		Facsimile number:	[insert]
		Email address:	[insert]
2.	<p>Purpose of the Works:</p> <p><i>Mentioned in Clause 3.4 of the Contract</i></p>	<p>The purpose of the Works is: [insert]</p> <p>NOTE TO DRAFTER: The Contract requires the works to be ‘fit for purpose’. It is necessary for the ‘purpose’ to be clear so both parties understand what that requirement means.</p> <p>The purpose is to be accurately described below. If the purpose is stated in the Contract Documents, that statement should be reproduced here. For example:</p> <p>EXAMPLE 1:“ The Purpose of the Works is to construct a contemporary health facility with a minimum 30 year lifespan that is capable of fulfilling numerous hospital functions including administration, medical records, outpatient clinic, emergency department, imaging department, intensive/coronary care unit, medical/surgical inpatient unit and a paediatrics ward.”</p> <p>EXAMPLE 2: “The purpose of the Works is to modify specific portions of existing buildings to allow ease of use by disabled students.”]</p> <p><i>(If no purpose is stated, then the purpose of the Works is as reasonably inferred from the Contract Documents as defined in the Contract)</i></p>	
3.	<p>Milestones</p> <p><i>Mentioned in Clause 1.18 of the Contract</i></p>	<p>[Note to drafter: Include either option 1 or option 2 and delete the option that does not apply.</p> <p>Use Option 1 where the work under the Contract is not divided into milestones.</p> <p>Otherwise, use Option 2 and insert a description of the work included in each milestone.</p> <p>Milestones are separate parts of the work under the contract that need to be started or completed at particular times. They need to be clearly defined to avoid confusion. Note that each extra milestone will increase the complexity of the Contract and reduce flexibility in dealing with changed circumstances.</p> <p>If the work under the Contract includes operational maintenance, eg specified regular maintenance for mechanical services, use milestones.</p>	

		<p>Include in the description of the most appropriate milestone, the phrase “and all of the work and obligations under the contract not included in any other milestone.” Usually, this will be one of the last construction milestones to be completed.</p> <p>For example: “Milestone 1: Completion of the design and construction of Block A. Milestone 2: Completion of the design and construction of Block B and all the work and obligations under the Contract not included in a other milestone.”</p> <p>Option 1 There are no Milestones.</p> <p>Option 2 The Milestones are:</p> <table border="1" data-bbox="555 801 1420 1128"> <tr> <td data-bbox="555 801 874 857">Milestone 1:</td> <td data-bbox="874 801 1420 857">Completion of » [insert]</td> </tr> <tr> <td data-bbox="555 857 874 909">Milestone 2:</td> <td data-bbox="874 857 1420 909">Completion of » [insert]</td> </tr> <tr> <td data-bbox="555 909 874 960">Milestone: [insert no.]:</td> <td data-bbox="874 909 1420 960">Completion of » [insert]</td> </tr> <tr> <td data-bbox="555 960 874 1128">Milestone [insert no.(last)]:</td> <td data-bbox="874 960 1420 1128">Completion of » [insert] and all of the work and obligations under the Contract not included in any other Milestone.</td> </tr> </table>	Milestone 1:	Completion of » [insert]	Milestone 2:	Completion of » [insert]	Milestone: [insert no.]:	Completion of » [insert]	Milestone [insert no.(last)]:	Completion of » [insert] and all of the work and obligations under the Contract not included in any other Milestone.
Milestone 1:	Completion of » [insert]									
Milestone 2:	Completion of » [insert]									
Milestone: [insert no.]:	Completion of » [insert]									
Milestone [insert no.(last)]:	Completion of » [insert] and all of the work and obligations under the Contract not included in any other Milestone.									
4.	<p>Post Completion Period</p> <p><i>Mentioned in Clause 1.22 of the Contract</i></p>	<p>[Note to drafter: Insert the post completion period.</p> <p>The post completion period is the period after completion is reached, during which the Principal continues to hold the undertaking.</p> <p>A post completion period may apply from the date of completion of the work under the contract or when an individual milestone is complete.</p> <p>No post completion period is required for demolition work or operational maintenance milestones. For construction work, a post completion period of 52 or 26 calendar weeks is to be included in the contract depending on the risks identified, eg 52 weeks would be reasonable for ensuring that air conditioning plant is operational under all seasonal conditions.</p> <p>Include option 1 or option 2 or option 3. Delete the options that do not apply.</p> <p>Use option 1 where no post completion period applies. Do not alter the text or insert a period of time.</p> <p>Also use option 1 if there are no milestones and a post completion period applies. Insert the number of weeks.</p>								

		<p>Use option 2 where there is one post completion period and it will start when completion of a milestone is reached. Insert the relevant milestone number and the number of weeks of the post completion period.</p> <p>Use option 3 where separate post completion periods start when specific milestones have been completed. Insert the relevant milestone numbers and the number of weeks against each milestone.</p> <p>Note that the contractor still has obligations to rectify defects after the post completion period has ended. However, after retentions or undertakings have been released, the Principal no longer has the option of rectifying the defect and recovering the cost from the undertaking.</p> <p>In order to have a retention or undertakings available for defect rectification, ensure that the last post completion period will end after all milestones are completed.]</p> <p>Option 1</p> <p>The Post Completion Period, which starts when the work under the Contract reaches Completion, is: » [insert] calendar weeks. <i>(If no time is stated, then the Post Completion Period is 52 calendar weeks.)</i></p> <p>The Post Completion Period, which starts when Milestone » [insert] reaches Completion, is: » [insert] calendar weeks. <i>(If no time is stated, then the Post Completion Period is 52 calendar weeks from the Completion of the final Milestone.)</i></p> <p>The Post Completion Periods for the Milestones are:</p> <table border="1" data-bbox="568 1406 1417 1704"> <tr> <td data-bbox="568 1406 895 1491">Milestone 1:</td> <td data-bbox="895 1406 1417 1491">» [insert] weeks commencing when Milestone 1 reaches Completion.</td> </tr> <tr> <td data-bbox="568 1491 895 1576">Milestone 2:</td> <td data-bbox="895 1491 1417 1576">» [insert] weeks commencing when Milestone 2 reaches Completion.</td> </tr> <tr> <td data-bbox="568 1576 895 1704">Milestone »[insert no. (last)]:</td> <td data-bbox="895 1576 1417 1704">» [insert] weeks commencing when Milestone » [insert (last)] reaches Completion.</td> </tr> </table> <p><i>(If no time is stated, then the Post Completion Period for each Milestone is 52 calendar weeks from the Completion of the relevant Milestone.)</i></p>	Milestone 1:	» [insert] weeks commencing when Milestone 1 reaches Completion.	Milestone 2:	» [insert] weeks commencing when Milestone 2 reaches Completion.	Milestone »[insert no. (last)]:	» [insert] weeks commencing when Milestone » [insert (last)] reaches Completion.
Milestone 1:	» [insert] weeks commencing when Milestone 1 reaches Completion.							
Milestone 2:	» [insert] weeks commencing when Milestone 2 reaches Completion.							
Milestone »[insert no. (last)]:	» [insert] weeks commencing when Milestone » [insert (last)] reaches Completion.							
5.	<p>Principal <i>Mentioned in Clause 1.24 of the Contract</i></p>	<p>Has the same meaning as “Territory” as defined in the Deed. All correspondence to the Principal in relation to this Contract is to go to the address of the Principal’s Authorised Person.</p>						

<p>6.</p>	<p>Senior Executive <i>Mentioned in Clause 1.31 of the Contract</i></p>	<p>[Note to drafter: Insert the title (But not the name) and contact details of the Territory's Senior Executive. This will be an appropriate senior manager. The Senior Executive must be an experienced negotiator, familiar with the form and terms of the contract and with appropriate authority.</p> <p>The senior executive must not also be the person named as the Principal's Authorised Person.]</p> <p>The Senior Executive is: » [insert]</p> <p>Where specified, documents must be copied to the Principal's senior executive at the address or number shown here.</p> <p>Insert the office street and postal addresses (including postcodes), Facsimile Number and e-Mail address for the senior executive.</p> <p>Office address: (for delivery by hand) [insert]</p> <hr/> <p>Postal address: (for delivery by post) [insert]</p> <hr/> <p>Telephone number: [insert]</p> <hr/> <p>Facsimile number: [insert]</p> <hr/> <p>e-mail address: [insert]</p> <hr/> <p><i>(If no name is stated, then the Principal is to name the person in writing within 7 days after the Date of Contract. The Principal may for any reason and at any time change the Senior Executive by giving notice in writing)</i></p>
<p>7.</p>	<p>Extent of Design: <i>Mentioned in Clause 3.1 of the Contract</i></p>	<p>[note to drafter: Documenters must carefully document the extent of design work required by the Contractor.</p> <p>Include option 1 or option 2 or option 3. Delete the options that do not apply.</p> <p>To comply with the contract and achieve fitness for purpose, there will always be an element of design by the contractor, even if it is only to implement good trade practice.</p> <p>Use option 1 where the principal's design includes for all elements of the works. Do not alter the text.</p> <p>Use option 2 where there are specific elements of the works that are to be designed by the contractor - eg a ramp for disabled access or an air-conditioning system.</p> <p>Use option 3 where the contractor is to design virtually all of the works.]</p>

		<p>Option 1</p> <p>The Contractor is to complete the Principal’s design to the extent of:</p> <p>design that is necessary to comply with Clause 3.4 including the design of minor items and shop detailing.</p> <p>Option 2</p> <p>Insert descriptions of the specific elements of the works to be designed by the Contractor. Ensure the Contract specification details the relevant design criteria and compliance requirements.</p> <p>For example:</p> <ul style="list-style-type: none"> • the air conditioning system for building B; • disabled access to all levels of building A. <p>The Contractor is to complete the Principal’s design to the extent of:</p> <ol style="list-style-type: none"> 1. design development, documentation, integration with the Principal’s design and coordination of engineering and architectural design disciplines for the following elements of the Works: <ul style="list-style-type: none"> • » [insert]; • » [insert] ; • » [insert]; and 2. for all other elements of the Works, design that is necessary to comply with Clause 3.4 including the design of minor items and shop detailing. <p>The Contractor is to complete the Principal’s design to the extent of:</p> <p>full design of the Works including all design development, documentation, including shop detailing, integration with the Principal’s design and coordination of engineering and architectural design disciplines.</p>
8.	<p>Design Documents</p> <p><i>Mentioned in Clause 3.5 of the Contract</i></p>	<p>[Note to drafter: Include either Option 1 or Option 2 and delete the option that does not apply.</p> <p>Use OPTION 1 where the Contractor is not required to submit any design documents (including workshop drawings).</p> <p>Otherwise use OPTION 2 and insert a suitable period between 7 and 21 days. If no period is stated, the default is 7 days, to allow a reasonable time for Principal review of documents. Note that if a Milestone is for</p>

		<p>the submission of the Contractors Design then cross reference to this requirement in Contract Information Item 3.]</p> <p>OPTION 1</p> <p>The time to submit the completed design is: Not applicable. The Contractor need not submit the completed design.</p> <p>OPTION 2</p> <p>The time to submit the completed design is: » [insert] days before it is to be used. <i>(If no time is stated, then it is 14 days before the completed design is to be used)</i></p>
9.	<p>Works and public liability insurance <i>Mentioned in Clause 5.2 or 5.6 of the Contract</i> [Note to drafter: delete whichever option does not apply either for principal arranged insurance (clause 5.2) or contractor arranged insurance (clause 5.6)]</p>	<p>The Contractor is to arrange public liability insurance in the minimum amount of: \$[insert, eg \$10 million] in respect of any one occurrence and \$[insert, eg \$10 million] in the annual aggregate. <i>(If not filled in, \$10 million in respect of any one occurrence and \$10 million in the annual aggregate applies)</i></p> <p>[Note to drafter: In the majority of cases the Contractor should be required to hold public liability insurance coverage. The Agency should conduct a risk assessment to determine the appropriate level of coverage to be sought from the Contractor.</p> <p>Minimum cover required – insert the amount determined.</p> <p>Include option 1 or option 2 below. Delete the option that does not apply.</p> <p>Use option 1 where the Territory will arrange works insurance.</p> <p>Use option 2 where insurance of the works is to be arranged by the Contractor]</p> <p>OPTION 1 – Principal arranged insurance</p> <p>[For a majority of ACT Government construction works a principal arranged insurance policy will be used. The Territory’s standard policy has been inserted as the default position. You should however check with your manager and ACTIA in each instance to ensure that the policy details are correct and that ACTIA does not need to organise a separate policy for the project.</p>

Where a project does not fall within the standard policy a separate policy may have been arranged by the Territory or be required to be arranged. While unlikely to be relevant under the MW21 form of contract due to the monetary thresholds this can be particularly the case where there are significant contract limits (for example building works in excess of \$20 million dollars and road works in excess of \$10 million dollars, other civil works in excess of \$5 million dollars may not be covered by the standard policy). You should check with ACTIA and your manager in each instance.

There are also different policies for works on the Canberra Hospital Campus, works performed on SLA controlled sites and some other projects.

Insert details obtained from the insurer or insurance broker.]

Insurance of the Works is to be arranged by:	the Principal
Minimum Cover	See the policy for details
Insurer:	XL insurance Company SE
Policy Number:	Works insurance – policy number AU00008055CA20A; and Public Liability insurance – policy number AU00008059LI20A.
Period of cover:	Until issue of a final payment schedule under clause 13.9 .

Copies of the policies may be obtained from Infrastructure Delivery Partners, Major Projects Canberra at Level 2, Nature Conservation House Corner Emu Bank and Benjamin Way Belconnen ACT 2617. The Principal will maintain the Policies until you have completed your obligations under the Contract and the Principal will pay all the premiums. The policies insure the ACT Government, you and other relevant parties, including all contractors, subcontractors, construction managers and project managers. You will be liable for the excesses detailed in the policies.

You must, as soon as practicable, inform Marsh Pty Ltd in writing at either address given below of any occurrence that may give rise to a claim under the policies; Level 5, 60 Marcus Clarke Street Canberra ACT 2601 or GPO Box 306 Canberra ACT 2601 Telephone (02) 6279 3300, Facsimile (02) 6279 3320. You must ensure that subcontractors engaged in carrying out the Works similarly inform Marsh Pty Ltd.

You must ascertain whether you require any additional insurance in relation to the Contract. The existence of the policies does not relieve you of any obligation under the Contract or limit your liability to any third parties.

OPTION 2 – Contractor arranged works insurance

		<p>[In the event contractor arranged insurance is required comply with the following prompts]</p> <p>Insurance of the Works is to be arranged by: the Contractor.</p> <p>Minimum cover: \$[insert, eg \$10 million]</p>						
<p>10.</p>	<p>Professional Indemnity and other insurance</p> <p><i>Mentioned in Clause 5.7 of the Contract</i></p>	<p>Note to drafter: If the work involves only a very minimum design responsibility by the Contractor it may not be necessary to require professional indemnity insurance. In that case, delete the default position and insert “No”. A default minimum cover would normally be expressed as an amount “in respect of each claim and in the annual aggregate”. You should seek the advice of your manager if you are uncertain as to the amount to be inserted. A default of \$10 million has been included but can be varied according to the project]</p> <table border="1" data-bbox="552 752 1418 1088"> <tr> <td data-bbox="552 752 903 943"> <p>Is a professional indemnity insurance policy to be held by the Contractor and/or relevant subcontractors? Yes/no</p> </td> <td data-bbox="903 752 1418 943"> <p>»No</p> </td> </tr> <tr> <td data-bbox="552 943 903 999"></td> <td data-bbox="903 943 1418 999"> <p><i>(“Yes” applies if not filled in)</i></p> </td> </tr> <tr> <td data-bbox="552 999 903 1088"> <p>Minimum cover:</p> </td> <td data-bbox="903 999 1418 1088"> <p>\$10 million in respect of each claim and in the annual aggregate.</p> </td> </tr> </table> <p>Asbestos liability insurance</p> <p>Is the Contractor required to hold Asbestos liability insurance? Only as required by law.</p> <p>Minimum cover: As required by law.</p> <p>Marine liability insurance</p> <p>Is the Contractor required to hold marine liability insurance? » No Yes/No <i>(“No” applies if not filled in)</i></p> <p>[Instructional note: If the works include significant items which are to be transported from overseas, you should consider the inclusion of a requirement for marine liability insurance. You should consult with ACTIA if you are uncertain as to the need for this type of insurance]</p> <p>Minimum cover: » N/A [or insert amount]</p> <p>Period of cover: For the duration of the Works</p> <p>Vehicle and mobile plant equipment insurance</p> <p>» Yes [or no] <i>(“Yes” applies if not filled in)</i></p>	<p>Is a professional indemnity insurance policy to be held by the Contractor and/or relevant subcontractors? Yes/no</p>	<p>»No</p>		<p><i>(“Yes” applies if not filled in)</i></p>	<p>Minimum cover:</p>	<p>\$10 million in respect of each claim and in the annual aggregate.</p>
<p>Is a professional indemnity insurance policy to be held by the Contractor and/or relevant subcontractors? Yes/no</p>	<p>»No</p>							
	<p><i>(“Yes” applies if not filled in)</i></p>							
<p>Minimum cover:</p>	<p>\$10 million in respect of each claim and in the annual aggregate.</p>							

		<p>Is the Contractor required to hold vehicle and mobile plant equipment insurance? Yes/No</p> <p>Minimum cover: For registered vehicles and machinery, third party property damage insurance for not less than \$20 million per occurrence.</p> <p>Unregistered vehicles, machinery or mobile plan and equipment must be covered by a public liability policy with coverage of not less than \$20 million per occurrence.</p> <p>[Instructional note: This is the default wording and should not be amended without clearance from your manager]</p>		
<p>11.</p>	<p>Site Access: <i>Mentioned in Clause 6.1 of the Contract</i></p>	<p>[Note to drafter: Include either option 1 or option 2 and delete the option that does not apply.]</p> <p>Use option 1 where the work under the contract is not divided into milestones.</p> <p>Use option 2 if there are milestones.]</p> <p>OPTION 1 - If access to the site will be given within 7 days after the date of contract, do not alter the text. Otherwise, insert a period appropriate to contract needs and site availability.]</p> <p>The time to give access to the Site is: » [insert] days after the Date of Contract. <i>(If no time is stated, then it is 7 days after the Date of Contract)</i></p> <p>OPTION 2 - Insert a time for each milestone. Ensure the time is appropriate. Do not use dates, as delays to earlier milestones can affect site availability. Convert anticipated dates of site availability to times from the date of contract or from when milestones reach completion. Refer to the example below.</p> <p>For example: “The times to give access to the Site are: Milestone 1: 7 days after the Date of Contract. Milestone 2: 7 days after Milestone 1 reaches Completion. Milestone 3: 1 day after Milestone 2 reaches Completion.”</p> <p>The times to give access to the Site are:</p> <table border="1" data-bbox="550 1951 1417 1998"> <tr> <td data-bbox="550 1951 874 1998">Milestone 1:</td> <td data-bbox="874 1951 1417 1998">» [insert] days after the Date of Contract.</td> </tr> </table>	Milestone 1:	» [insert] days after the Date of Contract.
Milestone 1:	» [insert] days after the Date of Contract.			

		<table border="1"> <tr> <td>Milestone 2:</td> <td>» [insert] days after » [insert]</td> </tr> <tr> <td>Milestone »[insert]:</td> <td>» [insert] days after »[insert]</td> </tr> </table> <p><i>(If no time is stated for a Milestone, then a reasonable time is to apply for that Milestone)</i></p>	Milestone 2:	» [insert] days after » [insert]	Milestone »[insert]:	» [insert] days after »[insert]		
Milestone 2:	» [insert] days after » [insert]							
Milestone »[insert]:	» [insert] days after »[insert]							
12.	<p>Time for Completion: <i>Mentioned in Clause 11.1 of the Contract</i></p>	<p>[Note to drafter: Include either option 1 or option 2 and delete the option that does not apply.</p> <p>Use option 1 where the work under the contract is not divided into milestones.</p> <p>Use option 2 if there are milestones. Insert times and amend to suit the contract program.]</p> <p>OPTION 1</p> <p>The time for » [insert] calendar weeks from the Date of Completion is: Contract. <i>(If no time is stated, then a reasonable time is to apply)</i></p> <p>OPTION 2 - Ensure each time for completion is appropriate and logical. Refer to the example below.</p> <p>For Example: “The times for Completion are: Milestone 1: 3 calendar weeks from the Date of Contract. Milestone 2: 6 calendar weeks after Milestone 1 reaches Completion. Milestone 3: 52 weeks after Milestone 2 reaches Completion</p> <p>The times for Completion are:</p> <table border="1"> <tr> <td>Milestone 1:</td> <td>» [insert] calendar weeks from Date of Contract.</td> </tr> <tr> <td>Milestone 2:</td> <td>» [insert] calendar weeks »[insert]</td> </tr> <tr> <td>Milestone »[insert]:</td> <td>» [insert] calendar weeks »[insert]</td> </tr> </table> <p><i>(If no time is stated for a Milestone, then a reasonable time is to apply for that Milestone)</i></p>	Milestone 1:	» [insert] calendar weeks from Date of Contract.	Milestone 2:	» [insert] calendar weeks »[insert]	Milestone »[insert]:	» [insert] calendar weeks »[insert]
Milestone 1:	» [insert] calendar weeks from Date of Contract.							
Milestone 2:	» [insert] calendar weeks »[insert]							
Milestone »[insert]:	» [insert] calendar weeks »[insert]							
13.	<p>Delay Costs: <i>Mentioned in Clause 12.3 of the Contract</i></p>	<p>[Note to drafter: The default is nil. However, if a rate per day must be inserted, insert a reasonable amount, such as an amount equal to 1.5% of the estimated contract price divided by the contract duration in weeks]</p> <p>The rate per day for delay \$» nil costs is: <i>(If no rate or “Nil” or “0” or “N/A” is stated, then no delay costs are payable)</i></p>						
14.	<p>Liquidated Damages</p>	<p>[Note to drafter: The default is nil.</p>						

	<p><i>Mentioned in Clause 12.6 of the Contract</i></p>	<p>Use option 1 where the work under the contract is not divided into milestones.</p> <p>Use option 2 if there are milestones.</p> <p>Liquidated damages may be appropriate if time is critical and a delay will result in damages (cost and losses) to the Principal/Client Agency.</p> <p>To determine the rate for liquidated damages, assess the costs and losses that the Principal/Client Agency is likely to suffer if completion is delayed. This may include recurrent administration costs, costs of capital invested, delay in realising savings in operating and maintenance costs, delay in obtaining revenue from the works and the cost of using alternative facilities.</p> <p>If different costs for Contractor’s delay apply, specify different amounts for each relevant milestone.</p> <p>Always document the method of calculation used in case it later needs to be relied upon.</p> <p>A generic rate per calendar day = pte/1500, where pte is the pre-tender estimate.</p> <p>Seek approval from your senior manager for the amount(s) used.]</p> <p>OPTION 1</p> <p>The rate per day for liquidated damages is: \$»nil [or insert amount]</p> <p><i>(If no rate or “Nil” or “0” or “N/A” is stated, then common law damages apply)</i></p> <p>OPTION 2</p> <p>Insert an amount for each milestone as required. Write N/A for milestones where no specific liquidated damages apply]</p> <p>The rate per day for liquidated damages is:</p> <p>Milestone 1: \$» nil [or insert amount]</p> <p>Milestone 2: \$» [or insert amount]</p> <p>Milestone »[insert]: \$» [or insert amount]</p> <p><i>(If no rate or ‘Nil’ or ‘0’ or ‘N/A’ is stated for a Milestone, then common law damages apply for that Milestone)</i></p>
<p>15.</p>	<p>Payment Claims</p> <p><i>Mentioned in Clause 13.1 of the Contract</i></p>	<p>[note to drafter:</p> <p>Include Option 1 or Option 2 or Option 3. Delete the options that do not apply.</p>

<p><i>Mentioned In Clause 6.4 of the Contract</i></p>	<ul style="list-style-type: none"> - safe access for occupants; - easements; - weight or height limits; - covenants and restrictions arising from actions of adjoining owners; - environmental protection; and - noise restrictions etc. <p>Refer to any relevant drawings.</p> <p>Identify and clearly state who is to provide and maintain access to the site, if access is not available from a public thoroughfare.</p> <p>Identify and clearly state what is to be done in relation to site access after the works have been completed.]</p> <p>For example:</p> <p>Access to the Site will be available through the existing »[insert].</p> <p>OR</p> <p>The buildings and grounds will continue in full operation during the carrying out of the Works, including some use outside normal operating hours.</p> <p>Occupied premises</p> <p>The Principal or persons authorised by the Principal will continue in possession and occupancy of: »</p> <p>Principal's access</p> <p>The Contractor must provide safe access to the Site and adjacent premises for the Principal and authorised persons notified to the Contractor by the Principal.</p> <p>Specific requirements</p> <p>[Include details when unrestricted site access by the contractor is not desirable.</p> <p>Consult the client agency, building management and proposed principal's authorised person to establish any security and access requirements.</p> <p>Consider matters such as:</p> <ul style="list-style-type: none"> - compliance with the existing security systems, eg wearing of Id tags in hospitals; - requiring the contractor to implement a security system; - requiring all workers and visitors to report to the client's representative;
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		<ul style="list-style-type: none"> - restricted hours; and - out of bounds areas] <p>The Contractor must:</p> <ol style="list-style-type: none"> (1) maintain access to each occupied building in compliance with the Building Code of Australia; (2) implement a security system to prevent unauthorised entry to restricted areas and the worksites. In particular, all Contractor’s personnel must » [insert]; or (3) liaise with proposed Principal’s Authorised Person and building management personnel to identify the security requirements for the buildings involved and comply with these requirements. In particular, all the Contractor’s personnel must: » [insert]
17.	<p>Working days and hours <i>Mentioned In Clause 6.6 of the Contract</i></p>	<p>[Note to drafter: Specify working days and hours, eg: The Contractor is to carry out the Works between 7am and 5pm, Monday to Friday inclusive, but excluding public holidays in the Australian Capital Territory. [If there are other conditions which it is known will apply to any approval of additional working days or working hours not already covered by clause 6.6, include those here. The panel deed includes default working days and hours. If those apply, you could specify “As set out in the Deed”. Otherwise, include the hours and days here]</p>
18.	<p>Program <i>Mentioned In Clause 3.20 of the Contract</i></p>	<p>[NOTE TO DRAFTER: If a program for the works is not required, delete the below and write “A Program is not required”. Otherwise, complete (including amend) the below as required]]</p> <ol style="list-style-type: none"> (1) A program is required. (2) The program must be submitted within 10 Business Days of the Date of Contract, and otherwise prior to commencing any work under this Contract. [A different number of days or timing for submission of the Program may be specified depending on the nature and complexity of the works (for example, “5 Business Days after the Date of Contract”)] (3) The program must at a minimum address or conform to the following: [insert list of matters that must at a minimum be included in the Program – some examples included]show the dates of, or, in the case of future activities and events, the dates for commencement and completion of design and construction activities, other significant events, Milestones and the Works and also include contractual Completion dates; <ol style="list-style-type: none"> (d) reflect Scheduled Progress and be consistent with all constraints on access, performance and co-ordination; (e) show the logical relationship between activities and events shown in the program, identify time leads and lags, resource and other constraints and the sequence

		<p>of activities which constitute the critical path or critical paths;</p> <p>(f) show the dates when the Contractor will require information, documents, materials or instructions from the Principal and the dates when the Contractor will provide information or documents to the Principal. These dates are to be consistent with dates which the Principal could reasonably have anticipated at the Date of Contract that this information, documents, materials and instructions would be required and provided;</p> <p>(g) be in coloured Gantt chart format <i>[or, insert other format or such format as the Principal reasonably requires]</i> and include such detail as the Principal reasonably requires and be accurate, comprehensive and complete in all respects;</p> <p>(h) show the dates when the Contractor proposes to seek any approvals for statutory requirements and the expected response times for those approvals; and</p> <p>(i) <i>[insert];</i></p> <p>(j) <i>[insert];</i></p> <p>(k) <i>[insert];</i></p> <p>(l) any other matters relevant to the programming of the Works; and</p> <p>(m) any other matters notified by the Principal to the Contractor from time to time.</p>
19.	<p>Confidential Text</p> <p><i>Mentioned In Clause 27 of the Contract and clause 10 of the Deed</i></p>	<p>Instructions to Contractor: The Territory may be required to publish a public text version of this Work Order if the Contractor is the preferred respondent. You may specify here any text within this Work Order that you wish to be considered confidential. Section 35 of the Procurement Act prescribes the only grounds on which information may be considered confidential. Specify the applicable grounds in Item 10 below. As an example, the following information may be considered confidential under the Act: specified personnel; individual components of pricing, and trade secrets or other information with a commercial value. Please refer to the Act for the full list of grounds available to satisfy the requirements of confidential text.</p> <p><i>[To be completed following selection of the preferred respondent to this Work Order]</i></p>
	<p>Grounds for confidentiality of text</p>	<p>If the Procurement Act, part 3 (Notifiable Contracts) applies to this Contract, the Principal is satisfied that the Confidential Text is “Confidential Text” for the purposes of that Act because disclosure of the text would: <i>[To be completed following selection of the preferred</i></p>

	<i>Mentioned In Clause 27 of the Contract and clause 10 of the Deed</i>	respondent to this Work Order]
20.	Territory Information <i>Mentioned In Clause 26 of the Contract and Clause 10 of the Deed</i>	As defined in the Deed. [OR, specify any information or documents which the Territory will be providing to the Contractor under this Work Order, that the Territory requires the Contractor to keep confidential and which is in addition to what is already set out in the definition of Territory Information or in the Deed. If details in the definition of Territory Information or as described in the Deed are sufficient, and there is no other known specific items of Territory Information, RETAIN the above]
21.	Appointment as principal contractor <i>Mentioned In Clauses 22.1 and 23.1 of the Contract</i>	Clause 23 applies – the Contractor is appointed as Principal Contractor to the extent that the Site is the subject of a “Construction Project” for the purposes of the WHS Legislation. [OR, in the unlikely event the Contractor is not appointed as Principal Contractor for the purposes of WHS, but another entity is appointed, delete the above and write “Clause 23 does not apply – the contractor is not appointed as Principal Contractor” or “]
22.	Preferred Subcontractors <i>Mentioned In Clause 8.8 of the Contract</i>	[Note to drafter: Include details of each trade or area of work for which the Principal has provided a list of Preferred Subcontractors together with the names of the Preferred Subcontractors, for example airconditioning supplier – XYZ Pty Ltd and ABC Pty Ltd.] <i>Preferred Subcontractors</i> » referred to in clause 8.8 together with the specified trade or area of work: (“Not applicable” applies if not filled in).
23	Secure Local Jobs <i>Mentioned in Clause 25 of the Contract</i>	Unless otherwise stated in the Work Order, Work Orders issued on or after 15 January 2020 under the Deed are for Territory-Funded Work as defined in the <i>Government Procurement Act 2001</i> (GPA). The model terms determined under clause 22G(4) of the GPA are incorporated by reference into the Work Order. Industrial Relations and Regional Contribution Part A. Secure Local Jobs Code Certificate [Drafting note: include Part A for all procurements for “Territory Funded Work” as defined in the <i>Government Procurement Act 2001</i> regardless of value] The Respondent must hold a Secure Local Jobs Code Certificate (Certificate) as at the date of submission of the response. Note: Should the Respondent fail to hold a Certificate the submission cannot be accepted.

		<p>You do not need to supply a copy of your Certificate; the Territory will verify your certification status when assessing this Tender.</p> <p><i>* Note – Under the Secure Local Jobs Code any subcontractor engaged to perform “Territory Funded Work” (as defined in the Government Procurement Act 2001) will also be required to hold a Secure Local Jobs Code Certificate. The Respondent is encouraged to note in their Tender the subcontractors it intends to engage for Territory Funded Work, and whether they hold current Secure Local Jobs Code Certificate, noting that commencement of work by those subcontractors will be conditional on holding a Secure Local Jobs Code Certificate.</i></p> <p>Part B Labour Relations, Training and Workplace Equity Plan [Drafting note: include Part B if this procurement is for: (1) “Territory Funded Work” as defined in the <i>Government Procurement Act 2001</i>; and (2) the estimated value of the procurement is likely to be \$25,000 or more] The Respondent must submit a Labour Relations, Training and Workplace Equity Plan (Plan) with its submission using the applicable template available at https://www.procurement.act.gov.au/securelocaljobs.</p> <p>Note: The Plan must be completed in full with no omissions. A submission whose Plan fails to meet this requirement will be considered non-conforming.</p> <p>Part C Ethical Suppliers Declaration - Tender</p> <p>The Respondent is to complete and submit an Ethical Suppliers Declaration – Tender. Refer to Schedule 2 of the contract.</p> <p>The contents of the Declaration and, without limitation to any other part of the submission, any other information made available to the Territory referable to the work health and safety and employment and industrial relations performance and record of the Project Manager and any Associated Entity of the Project Manager (as defined in the Declaration) may be considered by the Territory as part of its assessment of the submission.</p>
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Provisional Allowances

The Contract does not include work the subject of Provisional Allowances.

[Note to drafters: OR, if Provisional Allowances are to be included in the Contract, DELETE the above and include either Option 1 or Option 2 below. Provisional Allowances may be provisional sums or provisional rate amounts.

Option 1 is to be used when provisional sums are to be included in the Contract. If this is used, also include **ATTACHMENT 3** the Schedule of Provisional Allowances Option 1.

Use **Option 2** if provisional rate amounts are to be included in the Contract. If this is used, also include **ATTACHMENT 3** the Schedule of Provisional Allowances Option 2.

Option 1

Provisional Sums

The Contract includes work the subject to payment as a Provisional Sum. Refer to **Attachment [x]** [include the relevant information in an attachment and appropriately cross reference here]

Option 2

Provisional Rate Amounts

The Contract includes work subject to payment on the basis of quoted rates. Refer to **Attachment [x]** [include the relevant information in an attachment and appropriately cross reference here].

Special Conditions of Contract

The following table constitutes the Special Conditions of Contract to MW21.

[NOTE TO DRAFTER: Insert, delete or amend special conditions as required. Seek advice from the ACT Government Solicitor as appropriate]

<p>Item 1.</p>	<p>Development Consent / Building Approval</p>	<p>[Instructional note: Include this Special Condition if the Contractor is required to lodge a Development Application (i.e. Development Consent is required, but it has not and will not be obtained by the Territory), or obtain Building Approval]</p> <p>The Contractor must prepare and lodge on behalf of the Principal a Development Application/Building Approval for the Works. The Contractor is responsible for all lodgement fees and other costs associated with the Development Application/Building Approval and resulting from the development consent.</p>
<p>Item 2.</p>	<p>Contractor’s submitted concept/design</p>	<p>In preparing the Contractor’s Documents, the Contractor must not alter the Contractor’s accepted tender concept / design without the Principal’s agreement.</p>
<p>Item 3.</p>	<p>Inclusions in Contractor’s documents</p>	<p>In this Item, “Contractor’s Documents” means all drawings, specifications, calculations and other documents and information which the Contractor must produce to design and construct the Works in accordance with the Contract, meeting the following requirements of the Contract, the Principal’s directions, any statutory requirements, the Building Code of Australia (if applicable), relevant Australian Standards, the Territory and Municipal Services’ “Infrasctructure Standards” and, if no other standard is specified in the Contract, then good industry standards applicable to the Works.</p> <p>The Contractor’s Documents must include, without limitation:</p> <p>INSTRUCTIONAL NOTE: Describe the contractor’s documents to be provided by the contractor.</p>

		<p>Ensure the documents listed align with the extent of design by the Contractor described in general conditions of contract, contract information Item 7.</p> <p>Eg: for a building project where the Principal has only provided developed sketch plans and the Contractor is required to provide all the design construction documents, then the following may be appropriate;</p> <p><i>“The Contractor’s Documents must include provision of all construction documentation for the Works. Construction documentation includes but is not limited to; the production of the construction drawings; the verification of the developed sketch plans; the coordination of the design including the structure and the services; and a specification.</i></p> <p><i>The Contractor’s Documents must include the following:</i></p> <ul style="list-style-type: none"> - <i>Cover sheet with:</i> <ul style="list-style-type: none"> • <i>project title information; a location plan; and</i> • <i>a list of all drawings including any sub-consultant drawings.</i> - <i>Site plan. at 1:500 scale showing:</i> <ul style="list-style-type: none"> • <i>all survey information, north point, contours (existing and proposed), existing features;</i> • <i>services point-of-entry, site entries;</i> • <i>roads, paths and paving, play area(s), Contractor’s area(s), demountable building locations, new building(s) locations with set-out dimensioning and key and/or legend relating to this information.</i> - <i>Site works at 1:200 scale showing:</i> <ul style="list-style-type: none"> • <i>all buildings in outline with finished floor levels of ground floor plans, north point, contours, surrounding levels to buildings;</i> • <i>site drainage treatment (falls and direction);</i> • <i>locations and dimension of paths, paving, roads, bus lay-bys, garbage pads, meter boxes, planter beds, and a legend relating to this information.</i> - <i>Elevations at 1:100 scale showing:</i> <ul style="list-style-type: none"> • <i>all building elevations, reduced levels, section references, detail cross-references for windows, doors, gates, screens and louvers and the like;</i> • <i>materials identification;</i> • <i>direction of cladding and any legend relating to this information.</i>
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		<ul style="list-style-type: none"> - <i>Floor plans at 1:100 scale showing:</i> <ul style="list-style-type: none"> • <i>all building elements normally shown on plan; rooms numbered and named, dimensions, section references, detail cross-references;</i> • <i>windows, doors, gates, screens and louvers (cross-referenced to schedules if not shown on elevations);</i> • <i>all fixtures and fittings including heaters (cross-referenced to schedules); materials identification and legend relating to this information.</i> - <i>Sections at 1:100 scale showing:</i> <ul style="list-style-type: none"> • <i>all building elements normally shown on section;</i> • <i>section titles, room names;</i> • <i>applicable heights above finished floor level, datum heights;</i> • <i>detail cross-references;</i> • <i>materials identification;</i> • <i>direction of ribbing and a legend relating to this information.</i> - <i>Reflected ceiling plans at 1:100 scale showing:</i> <ul style="list-style-type: none"> • <i>all building elements normally shown on ceiling plans;</i> • <i>rooms numbered and named;</i> • <i>detail cross-references;</i> • <i>materials identification;</i> • <i>lighting; air-conditioning grilles;</i> • <i>sprinkler heads;</i> • <i>smoke detectors;</i> • <i>direction of ribbing and a legend relating to this information.</i> - <i>Roof plan at 1:200 scale showing:</i> <ul style="list-style-type: none"> • <i>all buildings and walkways identified;</i> • <i>roof materials(s) with cappings, flashings, barge boards, ridges, valleys etc, roof falls;</i> • <i>gutters;</i>
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		<ul style="list-style-type: none"> • downpipes; • vents; • lights and a legend relating to this information. <p>- Details at appropriate scale(s) including:</p> <ul style="list-style-type: none"> • construction, footings, thresholds, stair, links and ramps, toilets, canteen, gates and screens, door and window, fixtures, furniture and any miscellaneous items. <p>- Layouts at scale(s) to suit, cross-referenced to applicable details, for:</p> <ul style="list-style-type: none"> • toilets, canteen, covered ways and special elements/spaces (where applicable). <p>- Door and window schedule at 1:50 scale, for all door and window types, showing:</p> <ul style="list-style-type: none"> • opening swing/type/direction; • material(s) glazing areas/types; • overall dimensions and dimensions of panels; • divisions, elements (stiles and rails), chair rails and observation panels; • security and any special features. • Note: this drawing(s) must be cross-referenced to plans and/or elevations and cross-matched to the furniture and blinds schedules. <p>- Furniture layout at 1:100 scale showing:</p> <ul style="list-style-type: none"> • all rooms numbered (to match floor plans); • door swings, all fixtures, fittings and heater locations matching the floor plans; • and all loose furniture keyed with code abbreviations cross-matched to the furniture schedule. <p>- Finishes schedule listing:</p> <ul style="list-style-type: none"> • all internal and external materials for all buildings <p>- Hardware schedule listing:</p> <ul style="list-style-type: none"> • all internal and external hardware including door and window hardware and fire extinguishers
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		<ul style="list-style-type: none"> - <i>Furniture schedule listing:</i> <ul style="list-style-type: none"> • <i>all internal and external furniture and including Principal supplied furniture and fittings.</i> - <i>Colour schedule listing:</i> <ul style="list-style-type: none"> • <i>all internal and external colours, by name, by manufacturer, by finish and including details of primers and undercoats.</i> - <i>Structural and civil engineering drawings at suitable scales:</i> <ul style="list-style-type: none"> • <i>prepared to the drafting standards of the Standards Association of Australia.</i> • <i>Note: Final working drawings are to be suitable for production of work-as-executed drawings, microfilming and readable at A2 size.</i> - <i>Electrical services documentation and drawings, at suitable scales, including:</i> <ul style="list-style-type: none"> • <i>final design calculations including maximum demand, fault level, voltage drop, and lighting level.</i> • <i>Symbols list;</i> • <i>Site plan (minimum scale 1:500) and reticulation schedule;</i> • <i>Single line diagrams for main switchboard, distribution boards and control systems;</i> • <i>Light and fan layouts including circuitry for all buildings;</i> • <i>Power and communication layouts for each building including circuitry;</i> • <i>Communication (Telephones, A/V, MATV, PA, etc.), computer network provision and security layouts including circuitry;</i> • <i>Miscellaneous details such as control block diagrams, fixing details, control panel layouts, room sections showing mounting heights etc (as appropriate); and</i> • <i>Electronic security layouts for each building.</i> - <i>Hydraulic services drawings that effectively present</i> <ul style="list-style-type: none"> • <i>Major pipe runs indicating control valves, meters and access pits and connection to existing services;</i> • <i>Reticulation indicating materials, pipe sizes, control valves, fixtures and taps;</i>
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		<ul style="list-style-type: none"> • <i>Hydraulic axonometric diagrammatic drawings;</i> • <i>Construction details of pits, inspection openings, valves etc; and</i> • <i>a schedule of fixtures and fittings with brand names, model numbers etc</i> <p>- <i>Landscape design documentation and drawings, at suitable scales, including:</i></p> <ul style="list-style-type: none"> • <i>landscape site plans at scale 1:500;</i> • <i>landscape plans detailing of the main build areas at 1:200 scale; and</i> • <i>construction and planting details at 1:20 or 1:10 scale.</i> <p><i>Note: The construction landscape drawings must fully detail the existing and proposed contours at 0.5m intervals;</i></p> <ul style="list-style-type: none"> • <i>surfaces and their edge treatments;</i> • <i>position, number, species and container size of plantings;</i> • <i>areas to be turfed, mulched and /or planted;</i> • <i>drainage and irrigation systems including hose cock locations; and existing significant trees with canopy size.</i> <p>- <i>Specification (in NATSPEC format) with: a table of contents for each trade section and/or item of work.</i></p>
Item 4.	Priced Builder's Bill of Quantities	<p>The Contractor must lodge with the Principal a priced Builder's Bill of Quantities. Prices in the Builder's Bill of Quantities do not form part of the Contract. Their purpose is to assist in making valuations of works carried out but the Principal is not bound to use them.</p> <p>Notwithstanding any other provision of the Contract, the Contractor is not entitled to any payment until the priced Builder's Bill of Quantities has been lodged.</p>
Item 5.	Order of Work	<p><i>[Instructional note: Include this Special Condition if it is necessary to direct the contractor to perform the works in a particular order or complete stages or parts of the work in a particular sequence or at stated times. If it is required, include the order of work below]</i></p> <p><i>» [INSERT]</i></p>
Item 6.	Existing Services	<p>The Contractor is responsible for locating existing services.</p> <p><i>[INSERT other conditions around existing services eg:]</i></p> <p>Dial Before You Dig</p> <p>Before commencing excavation the Contractor must obtain, from the Dial Before You Dig information service or relevant public authorities or</p>

		<p>owners of underground services, written confirmation of the exact positions of all underground services at and around the Site, and verify and prominently mark the locations of the underground services on the Site.</p> <p>Dealing with Existing Services Existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or if damaged in the course of the Contract, must be dealt with by the Contractor as follows:</p> <p>(a) if the service is to be continued: repair, divert, relocate as required;</p> <p>(b) if the service is to be abandoned: cut and seal or disconnect and make safe as required.</p> <p>Cost and Delay Where an existing service obstructs the Works and requires diversion or relocation, the Contractor must bear all resulting costs and delays except to the extent that the Contractor is entitled to an adjustment of the Contract Price or payment for a Variation in accordance with General Conditions of Contract clause 6 - Site Conditions.</p> <p>Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor shall bear all costs and any delays for repairing or disconnecting the service.</p> <p>Notification The Contractor must notify the Principal immediately upon the discovery of services obstructing the Works not shown in the Principal’s documents.</p>
<p>Item 7.</p>	<p>Dangerous Substances on Site</p>	<p>[INSTRUCTIONAL NOTE: Include this Special Condition if it is relevant to set out the requirements should dangerous substances, such as asbestos be found on the Site]</p> <p>(a) If at any time the Contractor discovers the presence on the Site of any material suspected of containing or likely to contain a “dangerous substance” as defined in the <i>Dangerous Substances Act 2004 (ACT)</i> it must:</p> <p>(i) not disturb the material under any circumstances;</p> <p>(ii) contact the Principal and inform the Principal of the existence of the material on Site; and</p> <p>(iii) ensure that all persons are protected from exposure to the material until the nature of the material has been competently determined.</p> <p>(b) The Principal must inspect the Site and must issue directions to the Contractor in respect of further action to be taken.</p> <p>(c) All such materials upon the Site must if so directed by the Principal be treated or removed in accordance with the requirements for the safe removal of such materials and any other Statutory Requirements in the Australian Capital Territory relating to the removal of such materials.</p>

		<p>[INSTRUCTIONAL NOTE: If the Contractor's activities include the surveying and removal of such substances (eg asbestos products or mineral fibre material), insert the following Item, otherwise delete]</p> <p>The Contractor's activities include the removal of all material defined or listed in the <i>Dangerous Substances Act 2004</i> (ACT) as “dangerous substances” on the Site, including, without limitation, conducting any surveys necessary to determine the full extent of such material and any required monitoring during the removal of any such material.</p>
Item 8.	Use of dangerous substances	<p>(a) The Principal considers the substances so defined or listed in the <i>Dangerous Substances Act 2004</i> (ACT) as “dangerous substances” in all forms, to be dangerous substances. Such substances must not be used in the Works without the prior written consent of the Principal.</p> <p>(b) Where such consent is given the Contractor must ensure that:</p> <ul style="list-style-type: none"> (i) full details of any dangerous substances as identified in accordance with paragraph (a), and included in the Works, are provided to the Principal in the format of a material safety data sheet; (ii) all documentation, including that related to operation, maintenance, assembly, shipping and handling, is clearly endorsed to identify the presence and nature of the hazard; and (iii) all goods containing dangerous substances are to bear appropriate labels which clearly identify the nature of the substances, the associated hazards, dangers and appropriate safeguards. <p>(c) The Contractor is responsible for all materials used by its subcontractors under this clause.</p> <p>(d) The Contractor undertakes to advise the Principal, at any time during the Works, within 14 days of becoming aware of a non-dangerous substance which could be substituted for the dangerous substance without significant detriment to the performance of the Works.</p> <p>(e) The Contractor must ensure that all goods for incorporation in the Works conform to all Statutory requirements and other laws relating to any dangerous substances included therein which apply in the country of manufacture, on the high seas and within the Commonwealth of Australia. In no circumstances must the goods emit fumes, liquids, solids, electromagnetic radiation, heat or noise which could be detrimental to persons, the environment or the operation of other equipment, except where this is consistent with the end-use and nature of the goods.</p>
Item 9.	Standards	<p>[INSTRUCTIONAL NOTE: this Special Condition will generally be relevant to all projects]</p> <p>Where the Contract requires compliance with a standard or Code, unless otherwise specified that Standard or Code shall be the one current at the closing date for tenders.</p> <p>Where the Contract refers to an Australian Standard it does not preclude the adoption of a relevant international standard.</p>

Item 10.	Cleaning up	<p>[INSTRUCTIONAL NOTE: this special condition will generally be relevant to all projects related to buildings]</p> <p>The Contractor must ensure that all visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, at Completion.</p>
Item 11.	Samples	<p>[INSTRUCTIONAL NOTE: Include this special condition if samples are required]</p> <p>The Contractor must match any approved samples throughout the Works. Give notice before commencing work affected by samples unless the samples have been approved. Keep approved samples in good condition on the Site until Completion.</p> <p>Samples required for approval are listed [INSTRUCTIONAL NOTE: INSERT where samples are listed, for example if there is a list in the Brief. OR, alternatively, samples can be listed here if they are not included elsewhere by using the following text:</p> <p>Samples are required for the following items:</p> <p>» [Include a list of items for which samples are required]</p>
Item 12.	Testing	<p>Any testing required to be by an independent authority shall be carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.</p>
Item 13.	Proprietary items	<p>[INSTRUCTIONAL NOTE: this Special Condition will generally be relevant to all projects, particularly if proprietary items have been listed in the specifications]</p> <p>Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.</p> <p>The Contractor may offer an alternative to any proprietary item. Apply in writing for approval to use the alternative. The request must be accompanied by all available technical information and describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works. Approve of an alternative is at the Principal's discretion.</p> <p>Except to the extent that the approval, if any, of the Principal includes a contrary provision, the approval is deemed to include the conditions that:</p> <ol style="list-style-type: none"> (a) use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works; (b) the alternative product must comply with any applicable standard, rating or certification specified in the Contract, and the Contractor must provide evidence satisfactory to the Principal of compliance with this Item upon request; (c) the Contractor must indemnify the Principal against any increase in costs; (d) use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

		<p>use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.</p> <p>The Contractor must include a provision equivalent to this Item 13 in all Subcontracts (subject to any necessary variation to reflect the different parties).</p>
Item 14.	Items supplied by the Principal	<p>[INSTRUCTIONAL NOTE: Use this Special Condition if the Principal is to supply items to be incorporated into the works]</p> <p>Generally</p> <p>The following items will be supplied free to the Contractor for use in the execution of the Works.</p> <p>» [Include a list of relevant items, delivery dates and storage details]</p> <p>The Contractor must:</p> <ol style="list-style-type: none"> (a) take delivery, unload and inspect for defects; (b) notify the Principal if the items are defective or unsuitable for the proposed use; (c) store the items in suitable storage so as to maintain the condition of the items until incorporated into the works; (d) record the storage location on the delivery documents and submit copies of the delivery documents to the Principal; (e) notify the Principal if items are not delivered 5 days before they are due to be incorporated into the works or if items are lost from storage; and (f) return unused items to the Principal. <p>Responsibility</p> <p>If in the opinion of the Principal any damage to items supplied was due to defects existing at the time of receipt, but not discoverable upon reasonable inspection thereof the Contractor shall not be held responsible for such damage.</p>
Item 15.	Plant and Equipment details hold points	<p>[INSTRUCTIONAL NOTE: Use this Special Condition if plant and equipment of a unique nature is to be supplied under the contract]</p> <p>Submit the following details of Plant and Equipment listed prior to ordering:</p> <p>» [Describe the details sought]</p>
Item 16.	Environmental Management	<p>[INSTRUCTIONAL NOTE: Use this Special Condition if environmental management requirements are relevant. For example, if there is potential uncertainty about the underground conditions of the site, rubbish, asbestos contamination etc]</p> <p>In this Item the following definitions apply.</p> <p>Contamination the presence in, on or under land, air or water of a substance (whether odour, heat, sound, vibration or radiation) at a concentration at which normally present in the same locality, that presents a risk of actual or potential impact on, or damage to, the environment, including harm to human health, or could otherwise give rise to a risk of non-compliance with any statutory requirement for the protection of the environment.</p> <p>Environmental any actual or threatened adverse impact on, or damage to, the environment.</p>

		<p>Incident Contamination caused by or in relation to the Works.</p> <p>Environmental Management Plan a plan prepared by the Contractor under this Item which must set out in adequate detail the procedures the Contractor will implement to manage the Works from an environmental perspective and describing how the Contractor proposes to ensure the Works will be performed consistently with:</p> <ol style="list-style-type: none"> (1) the Environmental Objectives; (2) Special Condition – “Dangerous Substances On Site” (if included); and (3) any matter notified by the Principal to the Contractor or specified in the Contract, relevant to the environment. <p>Environmental Objectives to:</p> <ol style="list-style-type: none"> (1) encourage best practice environmental management through planning, training, commitment and continuous improvement; (2) prevent and minimise adverse impacts on the environment; (3) identify the potential for, and respond to, Environmental Incidents, accidents and emergency situations and take corrective action; (4) identify and control possible environmental hazards associated with the Works; (5) establish procedures to ensure that no hazardous substance is stored on Territory land without approval; (6) recognise and protect any special environmental characteristics of a Site (including cultural heritage significance); (7) define roles and responsibilities for personnel; (8) ensure environmental training and awareness programmes are provided to all employees and subcontractors; (9) ensure subcontractors implement the Environmental Management Plan (where required); (10) define how the management of the environment during the Works is to be monitored and performance evaluated; (11) describe all monitoring procedures required to identify impacts on the environment as a result of the Works; (12) implement complaint reporting procedures and maintain records of complaints and response to complaints; and (13) establish and maintain programs and procedures for periodic Environmental Management Plan audits to be carried out. <p>(a) The Contractor must design and construct the Works under this Contract in accordance with the Environmental Management Plan.</p> <p>(b) The Contractor must:</p> <ol style="list-style-type: none"> (1) ensure that in carrying out the Works: <ol style="list-style-type: none"> (i) other than to the extent identified in writing by the Principal, it complies with all statutory requirements and other requirements of this Contract for the protection of the environment; (ii) it does not cause any Environmental Incident; (iii) without limiting paragraph (ii), it does not cause or contribute to Contamination of a Site or other land, air or water, or cause or contribute to any Contamination emanating from a Site;
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		<p>(iv) it immediately notifies the Principal of:</p> <ul style="list-style-type: none"> (A) any non-compliance with this clause; (B) a breach of any statutory requirement for the protection of the environment; (C) any Environmental Incident; or (D) the receipt of any notice, order or communication received from an authority for the protection of the environment; and <p>(v) its subcontractors comply with the requirements referred to in this clause; and</p> <p>(2) clean up and restore the environment, including any Contamination or the actual or threatened adverse impact on, or damage to, the environment, arising out of, or in any way in connection with, the Works, whether or not it has complied with all statutory requirements or other requirements of this Contract for the protection of the environment.</p> <p>(c) The Contractor must carry out the Works in accordance with, and otherwise implement an Environmental Management Plan in a form approved by the Principal and for that purpose must prepare a draft Environmental Management Plan and submit it to the Principal for direction as to suitability within [INSERT TIME FRAME, EG 10 DAYS FROM THE date of CONTRACT] and:</p> <ul style="list-style-type: none"> (1) if the draft Environmental Management Plan is rejected, submit an amended Environmental Management Plan to the Principal and in any event, finalise the Environmental Management Plan so as to ensure there is no disruption to the Works; (2) after the Environmental Management Plan has been finalised, continue to correct any defects or omissions in the Environmental Management Plan and submit amended versions to the Principal; and (3) document and maintain records of any inspections or audits undertaken as part of an Environmental Management Plan. <p>(d) The Contractor will not be relieved from compliance with any of its obligations under this Contract or from any of its liabilities whether under this Contract or otherwise according to law as a result of:</p> <ul style="list-style-type: none"> (1) the implementation of, and compliance with, the requirements of an accepted Program, or Environmental Management Plan; (2) any direction by the Principal concerning the Program, or Environmental Management Plan; (3) any audit or other monitoring by the Principal of the Contractor's compliance with a Program, or Environmental Management Plan; or <p>any failure by the Principal, or anyone else acting on behalf of the Principal, to detect any defect in or omission from the Program, or Environmental Management Plan.</p>
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Item 17.	Principal's Site Office	<p>[INSTRUCTIONAL NOTE: Use this Special Condition if the Contractor is required to supply a site office.]</p> <p>General Requirements The Contractor must:</p> <ul style="list-style-type: none"> (a) provide a site office for the use of the Principal and nominees, in a position agreed with the Principal; (b) make the office ready for occupation before any major site activities start; (c) if it becomes necessary to move the office during the progress of the Works, do so without charge; (d) service, clean and maintain the office for the duration of the Works; (e) provide safe access to the office at all times; (f) remove the office at Completion, but not until the Principal's permission is obtained. <p>Site Office Accommodation</p> <p>[INSTRUCTIONAL NOTE: Include requirements, details and drawings showing the location and construction of the Principal's site office.]</p> <p>»</p> <p>A pre-fabricated modular building system may be substituted subject to the approval of the Principal. In this event the dimensions and standards shown and specified are the minimum required.</p>
Item 18.	Temporary Services provided by the Principal	<p>[INSTRUCTIONAL NOTE: use this Special Condition if the Principal is providing temporary services.]</p> <p>insert details of any temporary services the Principal will provide.</p> <p>Consult with the Client and Identify who will pay for the consumables, eg the electricity and/or water used.»</p>
Item 19.	Guarantees	<p>The Contractor must obtain, and ensure that the Territory will have the benefit of, all warranties or guarantees specified in the Contract or offered by suppliers, including warranties or guarantees that are offered to, or obtained by, subcontractors of the Contractor.</p>
Item 20.	National Code of Practice for the Construction Industry	<p>The Contractor must comply, in the performance of the Contract, with the requirements of the National Code of Practice for the Construction Industry ("Code"). Copies of the Code are available from the Australian Procurement and Construction</p> <p>Compliance with the Code will 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.</p>
Item 21	Government Procurement (Charter of Procurement)	<p>The Contractor must demonstrate compliance with the <i>Government Procurement (Charter of Procurement Values) Direction 2020</i> by completing Attachment A to this Work Order.</p>

	Values) Direction 2020	
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Contractor's authorised representative: [Contractor to complete]		
Name: _____	Signature: _____	Date: _____
Position: _____	Ph: _____	Email: _____
Contractor's authorised representative: [Contractor to complete]		
Name: _____	Signature: _____	Date: _____
Position: _____	Ph: _____	Email: _____

If the Contractor is selected as the preferred supplier to provide the Works, the Contractor may not commence this work until this form has been signed by the Territory's approving delegate and returned to the Contractor, at which stage the draft Work Order becomes a final Work Order and, together with the terms of the Territory's Modified Version of MW21 (which are incorporated by reference into this Work Order), and the Deed, forms the parties' contract for the Works.

Territory's approving delegate: I confirm that the above procurement complies with the <i>Government Procurement (Charter of Procurement Values Direction) 2020</i> , as detailed in Attachment A to this Work Order.		
[Leave blank until this form is signed by the Contractor and returned. Upon return of the form, a Territory delegate authorised to approve this commitment should complete this section. A copy of the fully executed form must then be given to the Contractor]		
Name: _____	Signature: _____	Date: _____ (of contract)
Position: _____	Ph: _____	Email: _____

Notes:

No contractual arrangement arises until the Contractor and the Territory's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Works is subject to and must be read with the Deed and the terms and conditions of the Territory's Modified Version of MW21.

This work order, once signed by both parties, constitutes the Letter of Award as defined in the Contract. The date of signature by the Territory's approving delegate is the Date of the Letter of Award as defined in the Contract.

Consideration of Government Procurement (Charter of Procurement Values) Direction 2020

(Forwarded with Work Order as a Returnable Schedule to Contractor to complete to confirm compliance with the Charter of Procurement Values)

Company Name: insert nominated Contractor details
Project Name: insert project name
Completed by: insert details
Date: xx/xxxxxx/202x

In accordance with the Government Procurement (Charter of Procurement Values) Direction 2020, this procurement demonstrates outcomes in at least one of the following six Procurement Values:

	Procurement Value Category	Application of Procurement Values for this Procurement NOTE: Remove, add or complete examples of how the nominated Procurement Value(s) below are applicable and appropriate for this engagement
1	Does this procurement comply with the Employment of Aboriginal & Torres Strait Islander Peoples' Economic Participation Procurement Value?	If applicable, indicate how this Procurement Value was met (select one or more of the following options): <ul style="list-style-type: none"> ○ engaged an Aboriginal and Torres Strait Islander Enterprise. ○ Aboriginal and Torres Strait Islander Enterprise Subcontractor. ○ Aboriginal and Torres Strait Islander Employment Targets. ○ other (please specify)....
2	Does this procurement comply with the Business Development and Innovation Procurement Value?	If applicable, indicate how this Procurement Value was met (select one or more of the following options): <ul style="list-style-type: none"> ○ engaged a Canberra Region enterprise. ○ engaged a Small to Medium Enterprise. ○ complied with the Local Industry Participation Policy ○ entered an arrangement under the Guideline for Unsolicited Proposals. ○ other (please specify)
3	Does this procurement comply with the Gender Equality? Diversity and Inclusion Procurement Value?	If applicable, indicate how this Procurement Value was met (select one or more of the following options):

		<ul style="list-style-type: none"> ○ compliance with the <i>Workplace Gender Equality Act 2012</i> (Cth). ○ engaged a Social Enterprise. ○ other (please specify)
4	Does this procurement comply with the Environmentally Responsible Procurement Value?	<p>If applicable, indicate how this Procurement Value was met (select one or more of the following options):</p> <ul style="list-style-type: none"> ○ compliance with the <i>Sustainable Procurement Policy 2015</i> (ACT). ○ other (please specify)
5	Does this procurement comply with the Fair and Safe Conditions for Worker Procurement Value?	<p>If applicable, indicate how this Procurement Value was met (select one or more of the following options):</p> <ul style="list-style-type: none"> ○ compliance with the <i>Secure Local Jobs Code 2019</i>. ○ ACT Work Health Safety Active Certification Policy. ○ Guidelines for Managing Work Health and Safety on construction work with a value of \$250,000 or more. ○ other (please specify)
6	Does this procurement comply with the Transparent and Ethical Engagement Procurement Value?	<p>If applicable, indicate how this Procurement Value was met (select one or more of the following options):</p> <ul style="list-style-type: none"> ○ Modern Slavery Requirements included in Tender and Contract ○ ACT Government Prequalification Scheme ○ An Advance Tender Notice was published in relation to the procurement activity prior to approach to market ○ Supplier completed an Ethical Suppliers Declaration ○ other (please specify)

ATTACHMENT B TO WORK ORDER

Works

ATTACHMENT C TO WORK ORDER

MAP of SITE

ATTACHMENT 1B

Draft Work Order Template – GC21

[Note to drafter: This work order is drafted on the basis that the terms and conditions of the Territory's modified version of GC21 will apply to the arrangement with the preferred respondent. **Do not use this work order if any other form of contract is intended to be used to engage the Contractor.** Any text in red is for your attention. When using this template to prepare a work order you will need to complete and/or follow any user prompts and also read the instructional notes.

Work Order updated 11 December 2020 for Contractor compliance with the *Government Procurement (Charter of Procurement Values) Direction 2020*.

DELETE this note, all prompts and other notes before finalising the work order]



Work Order – Issued Under **[INSERT TITLE/REFERENCE TO PANEL DEED]**

Issue date: <<insert>>
Date for submission of response: <<insert>>
Acknowledgement of receipt of Work Order required? **Yes/No** Time for acknowledgement: **[insert by COB XX Date]**
Issued to: **[INSERT Contractor name, including ACN]**
Lodgement: Tenders ACT <<insert web link>>

Instructions to Contractor:

Issued under and subject to the terms of panel deed No. <<insert>> ("Deed") and the terms and conditions of the Territory's Modified Version of GC21 ("Contract") available at <<insert web link>>

Complete and sign this Work Order, addressing any assessment criteria or other matters notified by the Territory, and submit your response to: <<insert web link/email address>>

If the Contractor wishes to request any amendments to the Work Order, including requesting any Confidential Text, amend and sign the Work Order and return it to the Territory together with a document clearly detailing the changes requested to the Work Order. The Territory is not bound to accept any requested amendments. If the Contractor is assessed as the preferred panel member to provide the Works, the Territory and the Contractor must execute a final version of this Work Order prior to the commencement of the Works.

The *Government Procurement (Charter of Procurement Values) Direction 2020* applies to this Work Order and requires the Contractor to complete Attachment A to the Work Order to demonstrate compliance, which is returned with the completed and signed Work Order.

For any questions about this Work Order, contact the Territory requesting officer:
Name: <<insert>> Ph: <<insert>> Email: **insert>>**

GC21 Contract Information

Note: The following table constitutes the Contract Information for the purposes of the GC21 Contract. Any terms in capitals have the meaning specified in clause 83 of the Contract, or of the Deed unless otherwise indicated. For the avoidance of doubt, for the purposes of the Contract, and the "Principal" is the Territory, or if relevant, Territory Entity.

[Guide notes in red text the Contract Information are for drafters.

- carefully read and follow all guide notes.
- when indicated, obtain advice and/or approval from the appropriate senior manager; and
- delete all guide notes from the document prior to execution.

In completing the contract information you should retain the cross referencing to other parts of the Contract and Deed, and references to a default position, for example retain the words “the date of contract if not filled in”, even where the item has been filled in.

The “»” symbol and/or “[insert]” has been used to indicate where input is required by the drafter. **DELETE this note and all other notes in red text prior to release to Contractors]**

Project and Contract

- | | | | | |
|----|--|-----------------------------------|---|--|
| 1. | Project and Contract Name | The Project and Contract name is: | » | |
| | | The Contract number is: | » | |
| 2. | Site
<i>Mentioned in Clause 83 of the Contract</i> | The Site is: | » | |
| 3. | Description of the Works (including purpose)
<i>Mentioned in Clause 83 of the Contract</i> | The Works are: | » | |

Principal’s details

4. Principal

[Insert the title of the Principal

The Principal must be an entity that is legally capable of entering the contract. As a general rule the principal will be noted as the Australian Capital Territory and this is the default provided for in this template. However, in some circumstances the principal could be a Territory statutory body, for example the Land Development Agency or the Commissioner For Social Housing, and the appropriate change would need to be made to reflect the correct legal title of the entity. A directorate is not a legal entity and should not be noted as the principal. It is however appropriate to note the Territory as being represented by a directorate with the default position referencing procurement and capital works. This may need to be varied on a case by case basis.

In the unlikely event that the agency responsible for the work is a Territory owned corporation then the corporation may elect to be named as the Principal.

The choice of the entity to be named as principal is a matter for the agency and the decision should be based on legal advice.

For further information, contact the manger for contracts and prequalifications, Procurement and Capital Works]

The Principal is: »Australian Capital Territory the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) represented by [insert].

5. Principal's Authorised Person

Mentioned in clause 2 of the Contract

[Insert the name of the officer holding appropriate authorities, responsible for the management of the contract, as determined by the appropriate senior manager with the authority to do so.

In some instances the principal's authorised person may be a contractor appointed by the Territory it will be necessary to name an individual even where a company may have been appointed to provide these services as agent of the principal.

For example:

John Smith of Smith Pty Ltd]

The *Principal's Authorised Person* is: »

6. Notices to the Principal

Mentioned in clause 30 of the Contract

Notices must go to the *Principal's Authorised Person* listed above, at the address or number shown here.

[Insert the office street and postal addresses (including postcodes), facsimile number and e-mail address for the person in contract information item 5 above.

You will note 2 email addresses. The first is for general notices. The second is the preferred email address for payment claims. If it is not to be the designated procurement and capital works email address, it should be varied. The addition of that address does not preclude the contractor from serving payment claims by other means.]

Office address:
(for delivery by hand)

»
»
»
»

Postal address:
(for delivery by post)

»
»
»
»

Facsimile number:

»

e-mail address

»

address – payment claims

Payment claims are:

1. To be served through PMARS
2. Payment Claim is to be made in favour of the represented Directorate of the Principal the (insert the full name of the Directorate or Agency and their ABN as applicable) and is to be addressed to the Contract Officer. Payment Claims are to be addressed as follows:

Directorate

Directorate Representative

Directorate Address

[1. If a different electronic system or email address for Payment Claims is required from this default, delete the above and write the appropriate system or email. Seek advice from an appropriate senior manager prior to amending this email address.

2. Insert the name of the Directorate, their representative and all other information that the Directorate requires to be provided in the Payment Claim so that they are able to process the Payment Claim after assessment by the Contract Officer.]

7. Senior Executive A - Principal’s senior executive

Mentioned in clauses 73 & 74

[Insert the name of the officer as determined by the appropriate senior manager.

The persons named in Contract Information items 5 and 7 must not be the same person.]

The Principal’s senior executive is:

»

B - Documents copied to the Principal’s senior executive

Mentioned in clause 73

When notices must be copied to the Principal’s senior executive the address is as follows:

[Where specified, documents must be copied to the Principal’s senior executive listed above, at the address or number shown here.

Insert the office street and postal addresses (including postcodes), Facsimile Number and e-Mail address for the person in Contract Information item 7 above.]

Office address:

»

(for delivery by hand)

»

»
»

Postal address:
(for delivery by post)

»
»
»
»

Facsimile number:

»

e-mail address

»

Contractor's details

8. Contractor's details

[The information in Contract Information items 8 to 11 will be provided by the tenderer in the Tender Schedule (Schedule of Contract Information).]

The Contractor is:

.....
.....
ABN
.....

9. Contractor's Authorised Person

Mentioned in clause 2 of the Contract

The *Contractor's Authorised Person* is:

.....

10. Senior Executive

Mentioned in clause 74 of the Contract

The Contractor's senior executive is:

.....

11. Notices to the Contractor

Mentioned in clause 30 of the Contract

Notices must go to the personnel listed above, at the address or number shown here.

Office address:
(for delivery by hand)

.....
.....
.....
.....

Postal address:
(for delivery by post)

.....
.....
.....
.....

Facsimile number:

.....

e-mail address

.....

Dates and times

12. **Date of Contract**

Mentioned in clause 83 of the Contract

This is the date the Principal signs the Contract after the Contractor has signed, or the date of the Principal's *Letter of Award* to the Contractor (as applicable).

[This item is completed after the close of Tenders using information supplied by the successful Tenderer.]

Date of Contract is:

.....
("The date of the *Letter of Award*" applies if not filled in).

13. **Contractual Completion Date and times**

Mentioned in clause 83 of the Contract

The time periods for Completion include the 14 days or other time periods referred to in Clause 38.

Whole of the Works

Time period for possession of the Site is:

14 days from *Date of Contract*.

[Insert number of weeks for the whole of the Works (eg '52 weeks').]

Time period for Completion is:

» weeks from *Date of Contract*

Whole of the Works and Milestones

[Insert number of weeks for the milestones (eg '52 weeks').]

Add time periods for possession of the whole of the site or parts of the site if Milestones are required, describe them and add times to suit each.

Ensure the whole of the works is covered by the Milestones.]

The following example demonstrates the use of Milestones:

MILESTONE 1

Description of *Milestone*:
Pumphouse A and all other
connection with the
included in *Milestones 2, 3,*

Completion of
work under or in
Contract but not
4 or 5.

Time period for possession of the Site is: 3 weeks from
Date of Contract
Time period for *Completion is*: 100 weeks from
Date of Contract

MILESTONE 2

Description of *Milestone*: Completion of all
900 diameter Pipelines
Time period for possession of the Site is: 4 weeks from
Date of Contract
Time period for *Completion is*: 50 weeks from
Date of Contract

MILESTONE 3

Description of *Milestone*: Completion of
Pumphouses B & C
Time period for possession of the Site is: 5 weeks from
Date of Contract
Time period for *Completion is*: 60 weeks from
Date of Contract

MILESTONE 4

Description of *Milestone*: Completion of all
Pump Testing
Time period for possession of the Site is: 5 weeks from
Date of Contract
Time period for *Completion is*: 4 weeks from
Completion of Milestone 3

MILESTONE 5

Description of *Milestone*: Completion of
operating and maintenance manuals and as-
built drawings.
Time period for possession of the Site is: 5 weeks from
Date of Contract
Time period for *Completion is*: 2 weeks from
Completion of Milestone 4

Milestone 1

Description of *Milestone*: »
Time period for possession of the Site »
is:
Time period for *Completion is*: » weeks from »

Milestone 2

Description of *Milestone*: »
Time period for possession of the Site is: »
Time period for *Completion* is: » weeks from »

Milestone 3

Description of *Milestone*: »
Time period for possession of the Site is: »
Time period for *Completion* is: » weeks from »

ACT Government requirements

14. Codes

Mentioned in clause 13 of the GC21 Contract

[Insert details of any specific ACT Government or Commonwealth policies or strategies to have application to the works. The Secure Local Jobs Code, WHS Active Certification Policy, National Code of Practice for the construction industry and the **Government Procurement (Charter of Procurement Values) Direction 2020** are default codes which should have application to the majority of ACT Government contracts.

Where there is a significant level of Commonwealth Government funding for the project you should be aware that the building code 2016 (Cth) may also have application and should be included.

In addition, the Commonwealth Government OHS accreditation scheme may apply where there is significant Commonwealth funding. The funding agreement or funding documentation should be reviewed to check on other codes. If relevant, Commonwealth Government funding levels are triggered, additional special conditions should be included in the contract based on the Commonwealth approved model clauses. You should clarify this position with your senior manager and the client directorate.]

The codes that apply are:

National Code of Practice for the Construction Industry, the Secure Local Jobs Code and WHS Active Certification Policy, the **Government Procurement (Charter of Procurement Values) Direction 2020**.

15. Principal contractor

[Seek the advice of the Client and the Project officer responsible for the project prior to completing this Contract Information item.

Mentioned in clause 15.2 and Schedule 10 of GC21

Refer to the *Work Health and Safety Regulation 2011 (ACT)* to determine if the contractor should also be the principal contractor. There can only be one principal contractor appointed per site and this would normally be the contractor where GC21 is being used as a head contract.

If another Contractor is the Principal Contractor then insert “No”.]

16. ACT Government construction Guidelines requirements

Is the Contractor appointed as principal contractor? (Yes/No)

» (“Yes” applies if not filled in).

A - WHS Management Plan

Mentioned in clause 15.3 and Schedule 10 of GC21

[Refer to the obligations imposed on a principal contractor to prepare a WHS management plan in accordance with the *Work Health and Safety Regulation 2011 (ACT)*. Although this requirement is only legally required for projects after 1 January 2013, the ACT Government will require provision of a WHS management plan for all new projects.

In the unlikely event that a project manager has also been engaged for the project, you will need to consider which entity is to properly provide a WHS Management Plan – it should be the entity that is given overall management and control of the site.]

Is the Contractor required to submit a WHS Management Plan? (Yes/No)

» (“Yes” applies if not filled in).

Is the Contractor required to submit a Site-specific Safety Management Plan? (Yes/No)

» (“Yes” applies if not filled in).

B - Industrial Relations Plan

Mentioned in clause 16.3 of GC21

Seek the advice of the Manager responsible for the project prior to completing this Contract Information item. Generally a project specific IR plan will not be required and the default position is therefore “no”. There may be specific projects on which industrial relations matters are to receive a different treatment. If this is the position, it should be reflected by including details in schedule 11 of GC21.

If a project IR plan is required before the Contractor commences construction work on the site include “Yes”.

Is the Contractor required to submit a Project IR Plan? (Yes/No)

» (“No” applies if not filled in).

C - Environmental Management Plan

Mentioned in clause 18.2 of GC21

Seek the advice of the Manager responsible for the project prior to completing this Contract Information item.

The details to be included in an environmental management plan are set out in Schedule 13 of GC21. These should be reviewed to ensure they are sufficiently detailed for the project.

If a Environmental Management Plan is required before the Contractor commences construction work on the site include "Yes".

Is the Contractor required to submit a Environmental Management Plan? (Yes/No)

»
("Yes" applies if not filled in).

D - Training Management Plan

Mentioned in clause 19.3 of GC21

Seek the advice of the Manager responsible for the project prior to completing this Contract Information item.

As a general rule a project training management plan will not be required and therefore the default position is noted as "NO". if there are project specific training requirements these should be set out in Schedule 14 of GC21.

If a Project Training Management Plan is required before the Contractor commences construction work on the site include "Yes".

Is the Contractor required to submit a Project Training Management Plan? (Yes/No)

»
("No" applies if not filled in).

Reference Contract Documents

17. Reference Contract Documents

Mentioned in clause 7.1.5 of GC21

This item is completed after the close of Tenders.

If you are to include a provisional sum or provisional quantity this should be identified in a reference contract document which should be listed below.

The letter of award has been identified as a reference contract document as a default position. In the event that a deed of contract agreement is to be used to form a contract, then it should be listed as a reference contract document in substitution of the letter of award.

The Reference Contract Documents are:

- Letter of Award; and
 - » Request for Tender;
 - » Addenda;
 - » post tender negotiations set out in [INSERT correspondence details]
 - »
 - » Preferred tenderers Labour Relations, Training and Workplace Equity Plan.
- (“Letter of Award (if any)” applies if not filled in)
- »

Principal’s Documents

18. Copies of Principal’s Documents

Mentioned in clause 7.4 of GC21

Insert the number of printed copies and/or electronic copies required.

Ensure that the format is specified in the Contract documents.

The number of copies of the *Principal’s Documents* to be provided to the Contractor is:

» (“5 printed copies” applies if not filled in).

Contractor’s Documents

19. Copies of Contractor’s Documents

Mentioned in clause 45.1 of GC21

Insert the number of printed copies and/or electronic copies required.

Ensure that the format is specified in the Contract documents.

The number of copies of the *Contractor’s Documents* to be provided to the Principal is:

» (“5 printed copies” applies if not filled in).

Subcontract work

- 20. Use of GC21 Subcontract**
Mentioned in clause 31.3 of GC21
- You should carefully consider the value to be inserted for the use of the GC21 Subcontract. It may be appropriate to leave it to the discretion of the contractor as to the form of contract by which it is to engage subcontractors. If this is the position, a significant threshold amount should be inserted, for example five million dollars. A default amount of \$200,000 has been inserted but may be varied in consultation with the manager.
- Subcontract value requiring use of GC21 Subcontract is: \$200,000.00
- 21. Use of equivalent clauses**
Mentioned in clauses 31.3 & 31.4 of GC21
- Subcontract value requiring use of equivalent clauses is: \$25,000.00
- 22. Payment for minor Subcontract**
Mentioned in clause 31.3 of GC21
- Maximum period before payment for minor Subcontract: 15 Business Days
- 23. Preferred Subcontractors**
Mentioned in clause 32 of GC21
- Include details of each trade or area of work for which the principal has provided a list of Preferred Subcontractors together with the names of the preferred subcontractors, for example airconditioning supplier – XYZ Pty Ltd and ABC Pty Ltd.
- If it is intended that the contract with a preferred subcontractor is to be novated, you should include special conditions in addition to clause 32.5 of GC21.
- Preferred Subcontractors referred to in clause 32 of GC21 together with the specified trade or area of work: » (“Not applicable” applies if no
- 24. Prequalified Contractors**
Mentioned in clause 32 of GC21
- If there are trades or areas of work requiring the use of prequalified contractors then list the trades or areas of work here.
- If it is intended that the contract with a prequalified subcontractor is to be novated, you should include special conditions in addition to clause 32.5 of GC21.
- Trades or areas of work requiring use of Prequalified Contractors are: » (“Not applicable” applies if not filled in).
- 25. Subcontractor’s warranty**
Mentioned in clause 33.1 of GC21
- A warranty may be required for materials, items of plant, security and emergency equipment, etc
- Review each Specification section and include a list of specified warranties and their required duration; For Example:

Trades or areas of work requiring a years)	Partitions (10
Subcontractor’s warranty are: (15 years)	Air conditioning
	Lifts (10 years)
(12 months)	Operable walls
	Generators (15
years)	

DO NOT SEEK A WARRANTY IF THE INDUSTRY WILL NOT PROVIDE IT.

INSERT “NOT REQUIRED” IF NO WARRANTIES ARE REQUIRED

Trades or areas of work requiring a
Subcontractor’s warranty are:

»
 (“Not required” applies
if not filled in).

Insurance

26. Works insurance Principal Arranged Works insurance

Use either Option 1 or Option 2.

Option 1 - Principal arranged insurance:

For the majority of ACT Government construction works a principal arranged insurance policy will be used. The Territory’s standard policy as at March 2012 is ac a145898 car with QBE insurance (Australia) Pty Ltd and this has been inserted as the default position. You should however check with your manager and ACTIA in each instance to ensure that the policy details are correct and that ACTIA does not need to organise a separate policy for the project.

Where a project does not fall within the standard policy a separate policy may have been arranged by the Territory or be required to be arranged. This is particularly the case where there are significant contract limits (for example building works in excess of 20 million dollars and road works in excess of 10 million dollars, other civil works in excess of 5 million dollars may not be covered by the standard policy). You should check with ACTIA and your manager in each instance.

There are different policies for works on the Canberra Hospital campus, works performed on Ida controlled sites and some other projects.

Insert details obtained from the insurer or insurance broker.

Option 2 - Contractor arranged insurance:

In the event contractor arranged insurance is required comply with the following prompts.

Where the contractor is arranging insurance for the works the definition of “policy” and the contract generally should be reviewed as there may be a number of changes required.

Minimum cover required - INSERT the amount determined by the relevant Government agency.

Delete the “insurer” and “Policy number” rows from the table.

the general conditions may need to be varied in this instance.

Minimum cover:	
Insurer:	
Policy number:	
Period of cover:	Until <i>Completion</i>

Works undertaken by the Contractor to make good *Defects* after *Completion* may covered by an alternative Principal’s Arranged Works insurance.

Contractor Arranged Works insurance

Minimum cover:	
Period of cover:	Until [INSERT]

27. Public liability insurance

[Instructional note: Both Principal arranged and Contractor arranged public liability insurance is required. The Agency should conduct a risk assessment to determine the appropriate minimum level of coverage to be sought from Contractors. Given the size/value and complexity of works for which GC21 is used, \$20million will often be appropriate. This insurance should be maintained through the post-completion period of defect correction, and for any period where maintenance services are provided. After these periods, should the Contractor be required to come back onto site (such as to correct a latent defect), officers should always ask the Contractor for evidence of insurance at that time]

Principal Arranged public liability insurance

Minimum cover:	See <i>Policy</i> for details.
Insurer:	
Policy number:	
Period of cover:	Until <i>Completion</i>

Works undertaken by the Contractor to make good *Defects* after *Completion* may be covered by an alternative Principal’s Arranged public liability insurance.

Contractor Arranged public liability insurance

- | | | |
|-----|---|---|
| 28. | Workers compensation insurance | <p>Minimum cover: \$_____ in respect of each claim
»</p> <p>Period of cover: Until [INSERT]
<i>(Until release of the Post-Completion Undertaking applies if not filled in)</i></p> <p>Minimum cover: As required by law.</p> |
| 29. | Vehicle and mobile plant equipment insurance | <p style="color: red;">Default wording has been included and should not be amended without clearance of your manager.</p> <p>Minimum cover: For registered vehicles and machinery - third party property damage insurance for not less than \$20 million per occurrence.

Unregistered vehicles, machinery or mobile plant or equipment must be covered by a public liability policy with coverage of not less than \$20 million per occurrence</p> |
| 30. | Professional indemnity insurance | <p style="color: red;">If the work involves minimum design responsibility by the Contractor (see Contract Information Item 37), insert “No”. A default minimum cover has been inserted but this should be reviewed in each instance following a risk assessment. The minimum cover would normally be expressed as an amount “in respect of each claim and in the annual aggregate”. You should seek the advice of your manager if you are uncertain as to the amount to be inserted.</p> <p>Is a professional indemnity policy to be held by the Contractor? » (“Yes” applies if not filled in).</p> <p>Minimum cover: \$20 million in respect of each claim and in the annual aggregate.</p> |
| 31. | Asbestos liability insurance | <p>Minimum cover: Asbestos related insurance only as required by law.</p> |
| 32. | Marine liability insurance | <p style="color: red;">If the works include significant items which are to be transported from overseas, you should consider the inclusion of a requirement</p> |

for marine liability insurance. You should consult with ACTIA if you are uncertain as to the need for this type of insurance.

Minimum cover: »
("Not applicable" applies if not filled in).

Period of cover: For duration of the Works.

Security

33. Completion Undertaking
Mentioned in clause 37.1 of GC21

Percentage of the *Contract Price* at the Date of Contract is: »
("4% for the first \$10 million plus 2% for any amount of the *Contract Price* over \$10 million" applies if not filled in).

33A. Proportionate reduction in Undertakings
Mentioned in clause 37.3 of GC21

Will the Principal consider a proportion of the *Completion Undertaking* to be reduced on the *Completion* of a *Milestone*? » **Yes/No**
[If yes, specify whether this will be considered in relation to all *Milestones* or only specified milestones]
("Yes, for all *Milestones*" applies if not filled in).

Will the Principal consider a proportion of the *Completion Undertaking* to be reduced on the Principal's early use or occupation of the *Works*? » **Yes/No**
("Yes" applies if not filled in).

34. Post-Completion Undertaking
Mentioned in clause 37.1 of GC21

Percentage of the *Contract Price* at the Date of Contract is: »
("1%" applies if not filled in).

35. Return of Post-Completion Undertaking
Mentioned in clause 37.2.2 of GC21

Insert the number of months required.

Usually 12 months is appropriate for testing in all seasons.

Period for return of *Post-Completion Undertaking* is: » months
("12 months" applies if not filled in).

35A Approvals, fees and charges
Mentioned in clause 11 of GC21

Insert here the details of any approvals, fees and charges which have been obtained or will be obtained by the principal. If nothing is listed, all relevant approvals, fees and charges will be met by the contractor.

Approvals that have been obtained or will be obtained, and charges »
("None obtained or paid

that have been paid or will be paid by the Principal are:

by the Principal” applies if not filled in).

Site information

36. Site information

Mentioned in clause 40 of GC21

For completion of this item documenters must seek the advice of the relevant Senior Manager responsible for the project.

List all the documents containing geotechnical or other site information which it is intended will not form part of the contract under clause 40 of GC21.

Documents, other than the Tender Documents, containing site information which are intended to form part of the contract must be listed in Contract Information item 17 (Reference Contract Documents).

For documenters using the Territory’s approved Conditions of Tendering for use in conjunction with GC21, ensure that all documents listed in Conditions of Tendering clause “Site”, which it is intended will not form part of the contract are included under Contract Information item 36A or 36B to suit clause 40 of GC21.

Contract Information item 36A documents are not guaranteed for completeness.

Such documents might, for example, include surveyors reports, site survey information or chemical analyses not subject to disclaimer from the provider of the reports.

Information contained in the documents listed in Contract Information items 36A and 36B does not form part of the Contract.

A - Documents not guaranteed for completeness

Documents not guaranteed for completeness are:

»

B - Documents not guaranteed for accuracy, quality or completeness

Contract Information item 36B documents are not guaranteed for accuracy, quality or completeness and the Principal accepts no duty of care.

Such documents might, for example, include geotechnical reports and environmental studies which may be the subject of a disclaimer from the provider of the report or study.

Documents not guaranteed for accuracy, quality or completeness are:

»

Scope of activities

37. Scope of Design activities A - Extent of *Design* by the Contractor

Mentioned in clauses 1.1.1 and 43.1 of GC21

Mentioned in clause 1.1.1 of GC21

Documenters must carefully document the extent of design work required by the Contractor.

Ensure that the full extent of the Contractor's Design responsibility is included. In completing this item, you should avoid making references to any responsibility for design which may rest with the principal. "Design" is a defined term specifically referencing the design obligations of the contractor. If any reference is to be made to design responsibilities of other parties the wording should be carefully reviewed and use of the defined term avoided.

The following text requires amendment / augmentation to suit the contract being documented. A number of alternatives for design responsibilities are set out below. These should be carefully reviewed and those which are not relevant to the particular project should be deleted. If you are working off a precedent which does not contain multiple options, you should refer back to the precedent base document approved for use by the agency. Seek the advice of the appropriate Senior Manager and where necessary the ACT Government Solicitor.

Extent of *Design* by the Contractor is:

All necessary design for or in respect of the Works not already performed by the Principal, as described in the *Principal's Documents* including but not limited to all design development, documentation and coordination of the design of the various engineering and architectural disciplines, workshop detailing and finalisation of the *Design* of the *Works* in all respects, in accordance with the *Contract Documents*.

Insert details where indicated in the paragraph below

The Contractor must complete *Design* of » (insert details here) and the interaction between all these and other components of the Principal's design, as referred to in the *Principal's Documents*.

Insert details where indicated in the paragraph below

The Contractor must amend the *Principal's Documents* to ensure that the Contractor's » (insert details here eg: *Design of mechanical services, hydraulic services and electrical*

services) and » (insert details here) is compatible with all other components of the Works.

Any such changes to the *Principal's Documents* must not adversely impact upon the required performance and fitness for purpose of the Works

Amendments to the *Principal's Documents* become part of the *Contractor's Documents*. Under no circumstances may the Contractor otherwise change the Principal's design without the Principal's prior written approval.

If the Principal's design is required to be changed with the Principal's approval, the provisions of clause 43.2 of GC21 will apply and the *Variation* is to be valued under clause 52 of GC21.

The only exception to the provisions of clause 43.2 of GC21 with *Variations* is as follows:

Insert details where indicated in the sub-paragraph below

Notwithstanding clauses 43.4 and 48.2 of GC21, any change to the Works resulting from the Contractor's development of the *Principal's Documents* in respect of » (insert details here) and the interaction between these and other components of the Principal's design in the *Principal's Documents*, is not a *Variation* and the Contractor has no entitlement whatsoever to an extension of time, costs or to any other adjustment of the *Contract Price*.

B - Building Code of Australia

Mentioned in clauses 43.1 & 48 of GC21

If the Building Code of Australia is not to apply to the design of the works in the Contractor's Documents and to the Contractor's Materials and construction of the Works, obtain the approval of the appropriate Senior Manager.

- Is the Building Code of Australia to apply to the *Design* in the *Contractor's Documents* (clause 43.4 of GC21) and to the *Materials* used in the construction of the Works (clause 48 of GC21)? (Yes/No)
- »
("Yes" applies if not filled in).
- 38. Responsibility for Design**
Mentioned in clause 44 of GC21
- If Clause 44 of GC21 is to apply, obtain the approval of the appropriate Senior Manager.
- An example where this clause may apply could be a project involving new untested technology and where the Principal's design is no more than a concept.
- Is the Contractor to assume responsibility for design carried out by the Principal before the Date of Contract and does clause 44 of GC21 apply? (Yes/No)
- »
("No" applies if not filled in).
- 39. Working days and hours of work**
Mentioned in clause 26 of GC21
- Seek the advice of the Project Manager responsible for the project prior to completing this Contract Information item.
- When required, complete the working days and hours details for each day.
- In addition to Statutory Requirements, refer to the Development Approval and Government Regulations/Requirements.
- Ensure the following instructions do not create an inconsistency.
- If the Principal requires specific working days and hours, include the Principal's requirements are as follows:
- Example
- "Monday to Friday 7.00 AM to 5.00 PM.
- Saturday 7.00 AM to 1.00 PM".
- Working days and hours of work: »
("Comply with *Statutory Requirements*" applies if not filled in).
- 40. Rise or fall adjustments**
Mentioned in clause 59.1 of GC21
- Seek the advice of the appropriate Senior Manager. As a default position, in the majority of cases there will be no provision of a rise and fall adjustment. It may be considered in some longer term contracts. Examples of some possible wording, in the event of a long term adjustment is agreed are set out in the guide note at Schedule 8 of GC21.
- If the contract involves the supply of bitumen and there is to be a rise or fall adjustment for the same, then this should be reflected as follows- in item 40 insert the words "there will be a rise and fall adjustment for materials, comprising bitumen, in accordance with contract Schedule 8 of GC21. There will be no other rise and fall adjustments applicable to the contract".

41. Site Conditions

Mentioned in clause 41.8 of GC21

Are rise or fall adjustments applicable to the Contract (excluding *Daywork*)? (Yes/No)

»
("No" applies if not filled in).

Seek the advice of the appropriate Senior Manager and the Project Manager responsible for the project.

The Contractor will always be responsible for Completion of some Design, but the extent of that responsibility may be extensive such as for "Design and Construct" procurement.

The Contractor may be responsible for concept development including fixing the location of structures, design of foundations including footings and design of subsurface structures and services.

If so, delete "No" and include "Yes".

Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse *Site Conditions*? (Yes/No)

»
("No" applies if not filled in)

Innovation

42. Innovation

Mentioned in clause 46.8 of GC21

If the parties are to share the savings benefit of any innovation, obtain the approval of the relevant client's Senior Manager and include "Yes".

Do the parties agree to share the savings in the cost to the Contractor of the Works resulting from changes accepted by the Principal? (Yes/No)

»
("No" applies if not filled in).

If "No", the Contractor keeps the direct saving in the cost to the Contractor of the Works, as provided in clause 46.5.

Percentage of saving to be allocated to the Contractor is:

»
("100%" applies if not filled in).

Percentage of saving to be allocated to the Principal is:

»
("0%" applies if not filled in).

Payments

43. Contract Price at the Date of Contract

Mentioned in clause 59 of GC21

The Contract Price is inserted at the time of Contract Award.

Contract Price at the Date of Contract is: \$

Basis of payment:

Include the applicable option from the following list:

- LUMP SUM; OR
- SCHEDULE OF RATES; OR
- SCHEDULE OF RATES AND LUMP SUMS.

Basis of payment is: »
(Lump sum / Schedule of Rates / Schedule of Rates and lump sums)

44. Amount of Prepayment

Mentioned in clause 61.1.1 of GC21

[To meet the objective for Prepayment, usually insert an amount of the order of 10% of the estimated Contract Price.

Seek the advice of the senior Manager responsible for the project.]

Amount of Prepayment is: \$ »

45. Completion Amount

Mentioned in clauses 62.4.2 & 64 of GC21

[The Completion Amount is a very important Contract management tool.

The Completion Amount is based on a percentage of the Estimated Contract Price. The higher the Completion Amount the greater the incentive is for the Contractor to achieve on time Defects free completion.

The Completion Amount is included in the Contract Price.

It is recommended that the amount to be inserted is a lump sum calculated using 2% but no more than 3% of the estimated Contract Price.]

The Completion Amount is: \$ »
("\$ NIL" applies if not filled in).

The Completion Amount is payable after: »
(Completion of the whole of the Works/Completion of Milestone »)
("Completion of the whole of the Works" applies if not filled in).

The amount retained against each payment must not exceed: \$ »
("50%" applies if not filled in).

Will the Principal consider a proportion of the *Completion Amount* to be reduced on the *Completion* of a *Milestone*?

Yes/No

[If yes, specify whether this will be considered in relation to all *Milestones* or only specified milestones] (“Yes, for all *Milestones*” applies if not filled in).

Will the Principal consider a proportion of the *Completion Amount* to be reduced on the Principal’s early use or occupation of part or the whole of the *Works*?

» Yes/No

(“Yes” applies if not filled in).

46. Provisional Sums

Mentioned in clause 59 of GC21

[Include the name of the relevant reference contract document, see item 17 where the list of Provisional Sums is provided.

If there is to be a provisional sum margin percentage, attaching to work to be performed, as provided for in clause 59.6.2 of GC21, this should also be included in the reference contract document and at item 47.

If details of provisional sums are also to be referenced by way of a special condition, a cross reference to that condition may be included.]

Provisional Sums items referred to in clause 59 of GC21:

» (“Not applicable” applies if not filled in).

47. Provisional Sum margin

Mentioned in clause 59.6.2

The *Provisional Sum* margin percentage is:

» (“10%” applies if not filled in).

48. Contractor’s Margin on Variations

Mentioned in clause 83 and Schedule 5 - clause 3.1.3 of GC21.

The percentage for *Contractor’s Margin on Variations* is:

» (“10%” applies if not filled in).

49. Payment date and method A - Date for Payment Claims

Mentioned in clause 62.1 of GC21

[Insert the date of the month on which Payment Claims must be made by the Contractor. the default position has been inserted as “the first business day in each calendar month”. The payment claim should therefore reference, work carried out till the end of the previous month. if you were to chose a date other than the first business day in each calendar month, be aware of the wording of

clause 62.1 of GC21. It may result in some confusion as to the period for which the payment claim will be referable.]

Date in month for making *Payment Claims* is:

» (“The first *Business Day* in each calendar month” applies if not filled in).

B - Type of payment

Mentioned in clause 62.2 of GC21

[Usually only Progress Payments apply.]

Select Milestone payments if they apply.

Include both payment methods where they apply and describe the work paid by each method.

Payment must be made by monthly Progress Payments or on Completion of Milestones. If you have a combination of payment types the clause will need to be modified and carefully drafted to ensure that there is no confusion as to which categories of work are subject to which payment regimes.

Monthly Progress Payments will apply if no selection has been made here.]

The method of payment will be by:
(*Progress Payment / Milestone Payment*)

» (“Monthly Progress Payments” applies if not filled in).

C - Time for payment

Mentioned in clause 63.5 of GC21

If it is necessary to change the time for payment, obtain the approval of the appropriate Senior Manager. The principal will have 10 business days to assess any payment claim in accordance with clause 63.1 of GC21. It must pay the contractor within the number of business days set out below after the expiry of the 10 business day assessment period.

Time that a payment becomes payable subject to clause 63.5 of GC21 is:

» *Business Days*
 (“10 Business Days” applies if not filled in).

50. Interest on late payments

Mentioned in clause 66 of GC21

[Section 45 of the *Government Procurement Act 2001* (ACT) deals with the interest to be paid by the Territory or a Territory entity on commercial accounts not paid in full by the relevant date. Interest is payable at a rate worked out in accordance with the rules under the *Court Procedures Act 2004* (ACT) as if the unpaid amount were a judgment of the Supreme Court.]

Interest payable by the contractor will need to be determined having regard to the current interest rate market and any policies of the relevant agency.]

Rate of interest per annum is:

» For the Principal – as determined in accordance with section 45 of the *Government Procurement Act 2001* (ACT).

For the Contractor – []% (“7%” applies if not filled in).

Delay costs

51. Delay costs

Mentioned in clauses 55.1 to 55.3 of GC21

A - Delay costs

[The daily rate should be 1.5% of the Estimated Contract Price divided by the contract duration in weeks.

Include either DC Option 1 or 2 and delete the option that does not apply.

- Use DC Option 1 when Whole of Works applies;
- Use DC Option 2 when Milestones apply.

DC Option 1.

The above is a guide note provided to users of the document in NSW. You should refer to your relevant manager regarding the appropriate amount to be inserted. If no amount is to be inserted, “nil” should be inserted against the dollar sign.]

The rate per day for delay costs for the whole of the Works is:

\$ »

[End of DC Option 1.

DC Option 2.

Where Milestones apply, apportion the calculated sum and define the amount per day for each Milestone. eg amount per day for Milestone 1; etc

Ensure that a rate per day for delay costs is included for all Milestones stated in Contract Information Item 13.]

The rate per day for delay costs for
*Milestones** is:

Milestone 1: \$ »
Milestone 2: \$ »
Milestone 3: \$ »

* *The rates for each are separate and distinct from each other.*

[End of DC Option 2.]

B - Delay to *Completion* and liquidated damages

Mentioned in clauses 55.4 to 55.9 of GC21

[Liquidated damages may not be appropriate for use in GC21, and may be in conflict with the principles of cooperative contracting. There may be merit in not including an amount for liquidated damages and relying on the principal's right to claim general damages in the event of delay. This is the preferred position adopted by the NSW Government who have developed this precedent.

In accordance with the general guide note at the start of the contract information it is crucial that the default note is not removed from the item below.

Documenters must seek the advice of the Client and the Project Manager responsible for the project prior to including an amount for liquidated damages.

Any amount inserted for liquidated damages must be a genuine pre-estimate of the likely damages to be incurred by the Territory as a result of the delay to completion. The text below provides one method of calculating the daily liquidated damages. Any decision to place a cap or limit on the amount of liquidated damages should be carefully considered as it may have significant financial ramifications for the Territory.

Calculation of the liquidated damages amount should be documented and approved by a senior manager. The amount should be itemised and a copy of the calculation methodology included on the file. In some instances it may also be appropriate to provide the contractor with a copy of the calculation.

A decision to include an amount of liquidated damages will remove the Territory's capacity to claim general damages.]

Clause 55.4 of GC21
applies to this
Contract? (Yes/No)

»
("No" applies if not filled in.
If "No" applies, the Principal reserves its
rights to claim general damages if the
Contractor fails to achieve *Completion*
by the *Contractual Completion Date*).

[Insert an amount for the whole of the Works if there are no
Milestones, and otherwise for each Milestone.

The rate for damages must be based on an assessment of the cost or loss that the Principal/Client will suffer if Completion is delayed.

The following formula may provide an assessment of the minimum cost/loss due to recurrent contract administration costs and opportunity costs of capital invested in the works:

Rate per Calendar Day = $(0.08 * CE / 365) + (F / D)$. Where:

CE = Pre-Construction Estimate

F = Construction Management Fee

D = Original Contract Period in Days

Assess costs/losses that Principal/Client may suffer due to delay based on recurrent administration costs, costs of capital invested, delay in realising savings in Operating and Maintenance Costs, Delay in obtaining revenue from the works, costs of alternative facilities, and so on. Use formula to assess minimum rate if no better Data is available.]

The rate per day for liquidated damages for the whole of the Works* is:

\$ »
("Not applicable" applies if not filled in).

[Ensure that a rate per day for liquidated damages is included for all Milestones included in Contract Information item 13.]

The rates per day for liquidated damages for Milestones* are:

Milestone 1: \$ »
Milestone 2: \$ »
Milestone 3: \$ »
("Not applicable" applies if not filled in).

* The rates for each are separate and distinct from each other.

Engagement of Valuer

52. Engagement of Valuer of A - Engagement of Valuer

Mentioned in clauses 39.1& 39.2 of GC21

[If the valuer is not to be engaged and Clause 39.2 of GC21 is to apply, obtain the approval of the appropriate Senior Manager.]

The Valuer must be engaged?
(Yes/No)

»
("Yes" applies if not filled in).

B - Person to nominate the Valuer

Mentioned in clause 39.1.1 of GC21

[Include either Valuer Option 1 or 2 and delete the option that does not apply.]

Use Valuer Option 1 for building works;

Use Valuer Option 1 for engineering work or engineering and building work.

Valuer Option 1]

The person to nominate the Valuer is:

National President
Australian Institute of Quantity
Surveyors
Level 6, 65 York Street
Sydney NSW 2000

Telephone (02) 9262 1822
Facsimile (02) 9729 1400

[End of Valuer Option 1

Valuer Option 2]

The person to nominate the Valuer is:

Canberra President Engineers Australia
- Canberra Division
11 National Circuit
Barton ACT 2600

Telephone (02) 6270 6555
Facsimile (02) 6273 2051

[End of Valuer Option 2]

C - Litigation Threshold

Mentioned in clause 39.1.5 of GC21

[Insert the amount to apply to clause 39.1.5 of GC21.]

Obtain the approval of the appropriate Senior Manager if you wish to change the default amount of \$100,000.]

Threshold amount for litigation following a Valuer's determination is:

»
("\$100,000-00" applies if not filled in

Expert Determination

53. Time to refer Issue to Expert Determination

Mentioned in clause 74.3 of GC21

[Documenters must obtain the approval of the relevant senior manager if it is proposed not to adopt the default number of days.]

Maximum number of days for either party to refer an *Issue to Expert Determination* is:

Within 28 days of becoming entitled to refer an *Issue to Expert Determination* under clause 74.2 of GC21.

54. Expert Determination representative

Mentioned in clause 75 of GC21

[Documenters must obtain from the relevant senior manager the name and address of the person responsible, on behalf of the Principal, for the management of the Expert Determination and other procedures in clause 75 of GC21.]

For Agencies using the services of Procurement and Capital Works details have been included.]

The name of the representative of the Principal for all of the purposes in clause 75 of GC21, to whom all documents must be copied under Schedule 6 (Expert Determination Procedure) is:

[Insert the office street and postal addresses (including postcodes) , Facsimile Number and e-Mail address for the person in Contract Information Item 54 above.]

Office address:
(for delivery by hand)

Postal address:
(for delivery by post)

Facsimile number:

e-mail address:

55. Person to nominate Expert

Mentioned in clause 75.1 of GC21

Person to nominate *Expert* is:

Chief Executive Officer,
Australian Commercial Disputes Centre,
Level 16
1 Castlereagh Street,
Sydney, NSW, 2000

Telephone number:

(02) 9239 0700
(02) 9223 7053

Facsimile number:

56. Threshold amount for litigation

Mentioned in clause 75.6 of GC21

[Note: This amount must not be changed.]

Threshold amount for litigation following a determination is:

\$500,000.00

Confidential Text

57. Confidential Text

Mentioned in clause 21.8 of GC21

[If there is no agreed confidential text, the default position should apply. If there is confidential text, insert details of any text in the contract that the principal has agreed to keep confidential in accordance with the *Government Procurement Act 2001* (ACT), for example, personal details; hourly rates; or other individual components of the total contract price.

If the contract is a notifiable contract under the *Government Procurement Act 2001* (ACT), text may only be deleted from the public text of the contract if the principal is permitted to not disclose the text on the basis of one or more of the grounds set out in section 35(1) of the act and specified in Item 58 below.]

Confidential Text:

»
("Not used" applies if not filled in).

58. Ground for confidentiality of Confidential Text

Mentioned in clause 21.9 of GC21

[If there is *Confidential Text*, you will need to nominate the ground(s) relied on under section 35 of the *Government Procurement Act 2001* (ACT) for identifying the text as confidential. The grounds could be any one or more of the following:

- (1) Unreasonable disclosure of personal information about a person;
- (2) Disclosure of a trade secret;
- (3) Disclosure of information (other than a trade secret) having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information was disclosed;
- (4) Unreasonable disclosure of information about the business affairs of a person.
- (5) Disclosure of information that may put public safety or the security of the Territory at risk; or

(6) Disclosure of information prescribed by regulation for section 35.]

Grounds for confidentiality of
Confidential Text:

»
("Not used" applies if not filled in).

Local Industry Participation

59. Local Industry Participation

Mentioned in clause 85 of GC21

[If the Contractor was required to submit a local industry participation plan in its tender, clause 85 of GC21 applies. Complete the below accordingly.]

Clause 85 of GC21 applies?

» [INSERT either "yes – clause 85 of GC21 applies" OR "no, clause 85 of GC21 does not apply"]. ("Yes, clause 85 of GC21 applies" applies if not filled in).

GC21 Schedule 15

Note: The following constitutes Schedule 15 (Special Conditions for the purposes of the GC21 Contract. Any terms in capitals have the meaning specified in clause 83 of the Contract, or of the Deed unless otherwise indicated.

In these Special Conditions the following definitions apply unless the context otherwise requires: **[Instructional note: Insert any other definitions that apply]**

Commissioning and Handover Plan

[Instructional note: include this definition if Special Condition "Commissioning and Handover Plan" is included]

if required under these Special Conditions, means the commissioning and handover plan prepared by the Contractor and finalised under these Special Conditions which must set out in adequate detail the procedures the Contractor will implement to manage the Contractor's activities from a commissioning and handover perspective to ensure:

- (a) the timely, efficient and comprehensive commissioning of the Works (including the inspection and testing process);
- (b) the smooth handover of the Works to the Territory; and
- (c) that all required planned and unplanned maintenance is provided during the Post-Completion Period (if required under these Special Conditions),

in accordance with the Contract.

Other Contractor

[Instructional note: include this definition if Special Condition "Other Contractors" and/or "Commissioning and Handover Plan" is included]

Post-Completion Period

any contractor, consultant, artist, tradesperson or other person engaged or permitted to do work at the Site other than the Contractor and its subcontractors.

[Instructional note: include this definition if Special Condition “Maintenance during post-completion period” is included]

the period from the *Actual Completion Date* of the whole of the Works until the date the Territory is required to return the *Post-Completion Undertaking* under clause 37.2.2.

Item 1. Audit and review

[Instructional note: This Item will generally be applicable to all projects]

The Contractor must make available, on request, all records, including those of or relating to Subcontractors or suppliers, relevant to compliance with requirements of the Contract, for the purposes of audit, review (including peer review) or surveillance. The Contractor must provide all reasonable assistance during the audits or reviews including attendance by the Contractor.

The Contractor must promptly implement effective corrective action on matters disclosed by audit or review.

Item 2. Prequalification

[Instructional note: Include this special condition if Tenderers were required to be prequalified under the RFT]

The Contractor must maintain its prequalification to **[INSERT LEVEL]** with the Territory or a suitable corresponding prequalification under the National Prequalification Scheme for the duration of the project, until handover of the last Post-Completion Undertaking.

Item 3. Use of Qualified Designers

[Instructional note: Include this special condition if the contractor is required to provide design services]

The Contractor must use persons professionally qualified in the relevant disciplines when completing the Design of the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

Item 4. Use of Qualified Tradespersons

[Instructional note: Include if relevant]

The Contractor must use qualified tradespersons when completing the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

Item 5. Development/Building consent/Approvals

[Instructional note: Include this special condition if the contractor is required to lodge a Development Application (i.e. Development Consent has not or will not be obtained by the Territory), and/or an application for building approval, and/or obtain consent with respect to the use of public unleased land]

The Contractor must prepare and lodge on behalf of the Principal a Development Application for the Works. The Contractor is responsible for all lodgement fees and other costs associated with the Development Application and resulting from the development consent.

OR

The Contractor is not required to prepare and lodge on behalf of the Principal a Development Application for the Works. However, if, as a result of the acceptance of an Alternative Tender, through design development or due to conditions placed on the Development Consent a new, revised or amended Development Application is required the Contractor is responsible for preparation and submission of new, revised or amended documentation including all associated fees.

AND/OR:

The Contractor must obtain Building Approval from the ACT Planning and Land Authority.

AND/OR:

To the extent the Site includes any public unleased land the Contractor must obtain approval from Transport Canberra and City Services.

Item 6. Contractor's tender concept/design

[Instructional note: Include this special Condition if the contractor is required to design and construct the works and tenderers were required to submit a concept/design in their tenders. This should correspond with the scope of design activities set out in Item 37 of the Contract Information]

In preparing the Contractor's Documents, the Contractor must not alter the Contractor's accepted tender concept / design without the Principal's agreement.

Item 7. Inclusions in the Contractor's documents

The Contractor's Documents must include, without limitation:

- » **[Instructional note: Unless this information is already contained in the Brief, describe the Contractor's documents to be provided by the Contractor.**

Ensure the documents listed align with the extent of design by the Contractor described in General Conditions of Contract, Contract Information item 37 - Scope of Design activities.

eg: for a building project where the Principal has only provided developed sketch plans and the Contractor is required to provide all the design construction documents, then the following may be appropriate;

"The Contractor's documents must include provision of all construction documentation for the Works. Construction documentation includes but is not limited to:

- *the production of the construction drawings;*
- *the verification of the developed sketch plans;*

- *the coordination of the design including the structure and the services; and*
- *a specification.*

The Contractor's documents must include the following:

- *Cover sheet with:*
 - *project title information;*
 - *a location plan; and a list of all drawings including any sub-consultant drawings.*
- *Site plan at 1:500 scale showing:*
 - *all survey information, north point, contours (existing and proposed), existing features;*
 - *services point-of-entry, site entries;*
 - *roads, paths and paving, play area(s), Contractor's area(s), demountable building locations, new building(s) locations with set-out dimensioning and key and/or legend relating to this information.*
- *Site works at 1:200 scale showing:*
 - *all buildings in outline with finished floor levels of ground floor plans, north point, contours, surrounding levels to buildings;*
 - *site drainage treatment (falls and direction);*
 - *locations and dimension of paths, paving, roads, bus lay-bys, garbage pads, meter boxes, planter beds, and a legend relating to this information.*
- *Elevations at 1:100 scale showing:*
 - *all building elevations, reduced levels, section references, detail cross-references for windows, doors, gates, screens and louvers and the like;*
 - *materials identification;*
 - *direction of cladding and any legend relating to this information.*
- *Floor plans at 1:100 scale showing:*
 - *all building elements normally shown on plan;*
 - *rooms numbered and named, dimensions, section references, detail cross-references;*
 - *windows, doors, gates, screens and louvers (cross-referenced to schedules if not shown on elevations);*

- *all fixtures and fittings including heaters (cross-referenced to schedules);*
- *materials identification and legend relating to this information.*
- *Sections at 1:100 scale showing:*
 - *all building elements normally shown on section;*
 - *section titles, room names;*
 - *applicable heights above finished floor level, datum heights;*
 - *detail cross-references;*
 - *materials identification;*
 - *direction of ribbing and a legend relating to this information.*
- *Reflected ceiling plans at 1:100 scale showing:*
 - *all building elements normally shown on ceiling plans;*
 - *rooms numbered and named;*
 - *detail cross-references;*
 - *materials identification;*
 - *lighting;*
 - *air-conditioning grilles;*
 - *sprinkler heads;*
 - *smoke detectors;*
 - *direction of ribbing and a legend relating to this information.*
- *Roof plan at 1:200 scale showing:*
 - *all buildings and walkways identified;*
 - *roof materials(s) with cappings, flashings, barge boards, ridges, valleys etc, roof falls;*
 - *gutters;*
 - *downpipes;*
 - *vents;*
 - *lights and a legend relating to this information.*
- *Details at appropriate scale(s) including:*

- *construction, footings, thresholds, stair, links and ramps, toilets, canteen, gates and screens, door and window, fixtures, furniture and any miscellaneous items.*
- *Layouts at scale(s) to suit, cross-referenced to applicable details, for: toilets, canteen, covered ways and special elements/spaces (where applicable).*
- *Door and window schedule at 1:50 scale, for all door and window types, showing:*
 - *opening swing/type/direction;*
 - *material(s) glazing areas/types;*
 - *overall dimensions and dimensions of panels;*
 - *divisions, elements (stiles and rails), chair rails and observation panels;*
 - *security and any special features.*

Note: this drawing(s) must be cross-referenced to plans and/or elevations and cross-matched to the furniture and blinds schedules.

- *Furniture layout at 1:100 scale showing:*
 - *all rooms numbered (to match floor plans);*
 - *door swings, all fixtures, fittings and heater locations matching the floor plans; and*
 - *all loose furniture keyed with code abbreviations cross-matched to the furniture schedule.*
- *Finishes schedule listing: all internal and external materials for all buildings*
- *Hardware schedule listing: all internal and external hardware including door and window hardware and fire extinguishers*
- *Furniture schedule listing: all internal and external furniture and including Principal supplied furniture and fittings.*
- *Colour schedule listing: all internal and external colours, by name, by manufacturer, by finish and including details of primers and undercoats.*
- *Structural and civil engineering drawings at suitable scales:*
 - *prepared to the drafting standards of the Standards Association of Australia.*
 - *Note: Final working drawings are to be suitable for production of work-as-executed drawings, microfilming and readable at A2 size.*
- *Electrical services documentation and drawings, at suitable scales, including:*

- *Final design calculations including maximum demand, fault level, voltage drop, and lighting level.*
- *Symbols list;*
- *Site plan (minimum scale 1:500) and reticulation schedule;*
- *Single line diagrams for main switchboard, distribution boards and control systems;*
- *Light and fan layouts including circuitry for all buildings;*
- *Power and communication layouts for each building including circuitry;*
- *Communication (Telephones, A/V, MATV, PA, etc.), computer network provision and security layouts including circuitry;*
- *Miscellaneous details such as control block diagrams, fixing details, control panel layouts, room sections showing mounting heights etc (as appropriate); and*
- *Electronic security layouts for each building.*
- *Hydraulic services drawings that effectively present*
 - *Major pipe runs indicating control valves, meters and access pits and connection to existing services;*
 - *Reticulation indicating materials, pipe sizes, control valves, fixtures and taps;*
 - *Hydraulic axonometric diagrammatic drawings;*
 - *Construction details of pits, inspection openings, valves etc; and*
 - *a schedule of fixtures and fittings with brand names, model numbers etc*
- *Landscape design documentation and drawings, at suitable scales, including:*
 - *landscape site plans at scale 1:500;*
 - *landscape plans detailing of the main build areas at 1:200 scale; and*
 - *construction and planting details at 1:20 or 1:10 scale. Note: The construction landscape drawings must fully detail the existing and proposed contours at 0.5m intervals; surfaces and their edge treatments; position, number, species and container size of plantings; areas to be turfed, mulched and /or planted; drainage and irrigation systems including hose cock locations; and existing significant trees with canopy size.*
- *Specification (in NATSPEC format) with: a table of contents for each trade section and/or item of work.*

Item 8. Work as executed drawings

[Instructional note: Drafters should ensure that the ‘technical’ sections of the specification include details of the information that is required to be shown on work as executed drawings. Include this Special Condition if work as executed drawings are to be submitted within 28 days of the work being completed]

The Contractor must progressively produce work as executed drawings and submit work as executed drawings showing work which has been completed within 28 days of completion of that work. The Contractor must endorse each drawing certifying accuracy and correctness.

The Contractor is required to submit work as executed drawings in accordance with the Transport Canberra and City Services policy “Requirements for Works as Executed Quality Records” located at:

.1 https://www.tccs.act.gov.au/_data/assets/pdf_file/0005/397256/TCCS-Ref-08-Final-Draft-V3-5.pdf

Transport Canberra and City Services policy ‘Requirements for Works as Executed Quality Records’ are located:

https://www.tccs.act.gov.au/Development_and_Project_Support/standards-codes-and-guidelines/page/tccs_reference_documents

Item 9. Priced Builder’s Bill of Quantities

[Instructional note: Include this Special Condition if the contractor is required to submit a priced builder’s bill of quantities. The Prices in the builder’s bill of quantities do not form part of the contract. Rather, the purpose is to assist in making valuations of works carried out. The principal is not bound to use them. Do not include this Item if the Contract is lump sum and you will be requiring Tenderers to complete the Payment Claims Worksheet at **Schedule 3 of the General Conditions of Contract**.

The Contractor must lodge with the Principal a priced Builder’s Bill of Quantities within **[insert time, eg 10 Business Days** after the *Date of Contract*].

Prices in the Builder’s Bill of Quantities do not form part of the Contract. Their purpose is to assist in making valuations of works carried out but the Principal is not bound to use them.

Notwithstanding any other provision of the Contract, the Contractor is not entitled to any payment until the priced Builder’s Bill of Quantities has been lodged.

Item 10. Order of work

[Instructional note:Include this special condition if it is necessary to direct the contractor to perform the works in a particular order or complete stages or parts of the work in a particular sequence or at stated times. If it is required, include the order of work below. Note that an order of work is not a Milestone, but sits within a Milestone (i.e. the order of steps to be undertaken to achieve the Milestone)].

» [INSERT]

Item 11. Site access and limitations

[Instructional note:Include this special condition if it is necessary to:

- identify who is to provide and maintain access to the site if the site is away from public thoroughfare
- include details of any weight or height limits and/or any other restrictions which may apply
- identify what is to be done at the end of the contract
- identify restrictions to the movement or activities of the contractor on site, eg
 - o easements
 - o covenants and restrictions arising from actions of adjoining owners
 - o environmental protection
 - o noise reduction etc]

» [INSERT]

Item 12. Occupied premises

[Instructional note: Include this Special Condition if the Client agency is to remain in occupation of part of a building or the site]

The Principal or persons authorised by the Principal will continue in possession and occupancy of:

» [INSERT - include details of buildings (or parts thereof) or the site that the client is to continue to occupy]

The Contractor must provide safe access to such premises for the Principal and authorised persons notified to the Contractor by the Principal.

The Contractor must take responsibility for the suitability of all workers and subcontractors on the Site, set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action including removal from Site if so warranted.

» [INSERT specific requirements, eg Include details when unrestricted access by the Contractor is not desirable. In consultation with the client establish the security and access requirements that are to be imposed. Consider matters such as:

- Compliance with existing security systems, eg wearing of id tags in hospitals;
- Requiring the Contractor to implement a security system;
- requiring all workers and visitors to report to the client's representative, eg the School Principal (after completion).
- restricted hours;
- police checks if required depending on the nature of the work;
- out of bounds areas, eg student change rooms and toilets]

Item 13. Existing services

[Instructional note: Include this special condition if the Contractor is to be responsible for locating and dealing with existing services which may be of issue at the Site]

1.2..0 Locating Existing Services

The Contractor is responsible for locating all existing services.

Dial Before You Dig

[Instructional note: Include the following paragraph if the contractor is required to use dial before you dig]

Before commencing excavation the Contractor must obtain, from the Dial Before You Dig information service or relevant public authorities or owners of underground services, written confirmation of the exact positions of all underground services at and around the Site, and verify and prominently mark the locations of the underground services on the Site.

Dealing with Existing Services

Existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or if damaged in the course of the Contract, must be dealt with by the Contractor as follows:

- (e) if the service is to be continued: repair, divert, relocate as required;
- (f) if the service is to be abandoned: cut and seal or disconnect and make safe as required.

Cost and Delay

Where an existing service obstructs the Works and requires diversion or relocation, the Contractor must bear all resulting costs and delays except to the extent that the Contractor is entitled to an adjustment of the Contract Price or payment for a Variation in accordance with

General Conditions of Contract clause 41 - Site Conditions. Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor shall bear all costs and any delays for repairing or disconnecting the service.

Notification

The Contractor must notify the Principal immediately upon the discovery of services obstructing the Works not shown in the Principal's Documents.

Item 14. Dangerous substances on Site

[Instructional note: Include if the presence of dangerous substances (including asbestos) may be of issue at the Site]

- (a) If at any time the Contractor discovers the presence on the Site of any material suspected of containing or likely to contain a "dangerous substance" as defined in the *Dangerous Substances Act 2004* (ACT) it must:
 - (i) not disturb the material under any circumstances;
 - (ii) contact the Principal and inform the Principal of the existence of the material on Site; and
 - (iii) ensure that all persons are protected from exposure to the material until the nature of the material has been competently determined.
- (b) The Principal must inspect the Site and must issue directions to the Contractor in respect of further action to be taken.
- (c) All such materials upon the Site must if so directed by the Principal be treated or removed in accordance with the requirements for the safe removal of such materials and any other

Statutory Requirements in the Australian Capital Territory relating to the removal of such materials.

[Instructional note: If the Contractor's activities include the surveying and removal of such substances (eg asbestos products or mineral fibre material), insert the following Item 1(d), otherwise delete]

- (d) The Contractor's activities include the removal of all material defined or listed in the *Dangerous Substances Act 2004* (ACT) as “dangerous substances” on the Site, including, without limitation, conducting any surveys necessary to determine the full extent of such material and any required monitoring during the removal of any such material.

Item 15. Use of Dangerous Substances

[Instructional note: Include if the use of dangerous substances in the Works may be of issue. Acceptance of dangerous substance could require testing at the contractors cost consistent with Item 16].

- (e) The Territory considers the substances so defined or listed in the *Dangerous Substances Act 2004* (ACT) as “dangerous substances” in all forms, to be dangerous substances. Such substances must not be used in the Works without the prior written consent of the Principal.
- (f) Where such consent is given the Contractor must ensure that:
 - (i) full details of any dangerous substances as identified in accordance with paragraph (a), and included in the Works, are provided to the Principal in the format of a material safety data sheet;
 - (ii) all documentation, including that related to operation, maintenance, assembly, shipping and handling, is clearly endorsed to identify the presence and nature of the hazard; and
 - (iii) all goods containing dangerous substances are to bear appropriate labels which clearly identify the nature of the substances, the associated hazards, dangers and appropriate safeguards.
- (g) The Contractor is responsible for all materials used by its subcontractors under this clause.
- (h) The Contractor undertakes to advise the Territory, at any time during the Works, within 14 days of becoming aware of a non-dangerous substance which could be substituted for the dangerous substance without significant detriment to the performance of the Works.
- (i) The Contractor must ensure that all goods for incorporation in the Works conform to all Statutory requirements and other laws relating to any dangerous substances included therein which apply in the country of manufacture, on the high seas and within the Commonwealth of Australia. In no circumstances must the goods emit fumes, liquids, solids, electromagnetic radiation, heat or noise which could be detrimental to persons, the environment or the operation of other equipment, except where this is consistent with the end-use and nature of the goods.

Item 16. Standards

[Instructional note: This Special Condition will generally be relevant to all projects, but particularly if reference to any standards or codes is made in the Brief or elsewhere]

- (a) Where the Contract requires compliance with a standard or Code, unless otherwise specified that Standard or Code shall be the one current at the closing date for tenders, except for the National Construction Code, which shall be the one current at the issuing of the Building Approval.
- (b) Where the Contract refers to an Australian Standard it does not preclude the adoption of a relevant international standard.
- (c) Without limiting the above, the Principal requires the following materials, fixtures or fittings (as the case may be) to comply with the specified standard, rating or certification, and the Contractor must produce evidence satisfactory to the Principal of compliance with this Item upon request:
 - » [Include a list of materials, fixtures of fittings AND relevant standard, rating or certification required to be met. For example:
 - (i) aluminium composite facade panels : all external applications (whether as part of an external wall, or as an attachment to an external wall) – “Non-Combustible” as determined by testing to AS 1530.1 – Methods for fire tests on building materials, components and structures;
 - (ii)
 - (iii) etc]
- (d) For the purposes of paragraph (c), the Principal may, at its discretion and without limitation:
 - (i) accept as evidence a sample test result or certificate of compliance or similar document provided with the relevant materials, fixtures or fittings; or
 - (ii) require the Contractor to test the material, fixture or fitting in accordance with clause 49, at the Contractor’s cost.

Item 17. Cleaning up

[Instructional note: This special condition will generally be relevant to all building projects]

All visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, at Completion.

Item 18. Samples

[Instructional note: Include this special condition if samples are required]The Contractor must:

- (e) match any approved samples throughout the Works;
- (f) give notice before commencing work affected by samples unless the samples have been approved; and
- (g) keep approved samples in good condition on the Site until Completion.

Samples required for approval are listed [INSERT where samples are listed, for example if there is a list in the Principal's Documents. OR, alternatively, samples can be listed here if they are not included elsewhere by using the following text:

Samples are required for the following items:

» [Include a list of items for which samples are required. These may include materials listed in Item 16 (Standards) in order to check compliance of the material with the specified standard prior to the Contractor ordering the material in bulk]

Item 19. Testing

[Instructional note: Include this Special Condition if relevant]

Any testing required to be by an independent authority shall be carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

Item 20. Proprietary items

[Instructional note: This Special Condition will generally be relevant to all projects, particularly if proprietary items are known to have been listed in the specifications. Acceptance of an alternative proprietary item could require testing at the contractors cost as per Item 16].

Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.

The Contractor may offer an alternative to any proprietary item by applying in writing for approval to use the alternative. The request must be accompanied by all available technical information and describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works. Approval of an alternative is at the Principal's absolute discretion.

Except to the extent that the approval, if any, of the Principal includes a contrary provision, the approval is deemed to include the conditions that:

- (g) use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;
- (h) the alternative product must comply with any applicable standard, rating or certification specified in the Contract, and the Contractor must provide evidence satisfactory to the Principal of compliance with this Item upon request;
- (i) the Contractor must indemnify the Principal against any increase in costs;
- (j) use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

The Contractor must include a provision equivalent to this Item 20 Schedule 15 in all Subcontracts (subject to any necessary variation to reflect the different parties).

Item 21. Items supplied by the Principal

[Instructional note: Use this Special condition if the Principal is to supply items to be incorporated into the works]

Generally

The following items (“Principal’s Items”) will be supplied free to the Contractor for use in the execution of the Works.

(k) » [INSERT a list of relevant items, delivery dates and storage details]

The Contractor must:

- (a) take delivery, unload and inspect Principals Items for defects;
- (b) notify the Principal if the Principal’s Items are defective or unsuitable for the proposed use;
- (c) store the Principal’s Items in suitable storage so as to maintain the condition of the Principal’s Items until incorporated into the works;
- (d) record the storage location on the delivery documents and submit copies of the delivery documents to the Principal;
- (e) notify the Principal if Principal’s Items are not delivered 5 days before they are due to be incorporated into the works or if Principal’s Items are lost from storage; and
- (f) return unused Principal’s Items to the Principal.

Responsibility

If in the opinion of the Principal any damage to Principal’s Items supplied was due to defects existing at the time of receipt, but not discoverable upon reasonable inspection thereof the Contractor shall not be held responsible for such damage.

Item 22. Plant and equipment details

[Instructional note: USE this Special Condition if plant and equipment of a unique nature is to be supplied under the Contract]

The Contractor must submit the following details of plant and equipment listed prior to ordering:

(l) » [Describe the details sought and items that it applies to]

Item 23. Maintenance during post-completion period

[Instructional note: USE this Special Condition if the Contractor is required to provide maintenance services (which may include maintenance of landscaping or establishment activities) for a period after Completion.

If these services are required, the default provided below is that the services will be provided during the period between Completion and the date of return of the *Post-Completion Undertaking* (defined in this Schedule as the “Post Completion Period”). Unless otherwise specified in *Contract Information* Item 35, that period will be 12 months from Completion.

If a lesser period is required, seek drafting advice from your Manager or the ACT Government Solicitor. It is advisable that the *Post-Completion Undertaking* be returnable only after, or concurrently with, the completion of the maintenance period.

If the Contractor is not required to provide maintenance services during the Post-Completion Period it may not be clear whether particular unplanned/unscheduled maintenance work should properly be characterised as a *Defect* (and therefore the responsibility of the Contractor) or general maintenance work (and therefore the responsibility of the Territory or its other engaged maintenance provider). GC21 does not by default require the Contractor to provide maintenance services post-completion, only to correct *Defects*. Accordingly, if the Contractor is to be responsible for carrying out such planned and/or unplanned work, then it is critical that it is clearly

set out in this Item (or cross-referenced to another document or annexure) the extent to which the Contractor is required to carry out maintenance work]

To the extent set out below, the Contractor must ensure that during the *Post-Completion Period* such planned and unplanned maintenance is carried out as is necessary to ensure that the Works are, or each *Milestone* is, throughout and at the end of the *Post-Completion Period* in a condition fit for their intended purpose [AND, if the Contractor is required to produce a Commissioning and Handover Plan in accordance with Item 24 below, also include the words: and otherwise in accordance with the Commissioning and Handover Plan (as defined in these Special Conditions)].

[Instructional note: INSERT below a description of the level of planned and/or unplanned maintenance that the Contractor is required to carry out during the Post-Completion Period. If the description is too lengthy to include below, or is included in the Principals Documents or other document, it can be cross-referenced to the appropriate Annexure or location in the Principal's Documents

For landscaping works requiring a 52 week consolidation period consider:

The duration of the consolidation period is 52 weeks from the date of the Notice of Completion of the Works or the applicable Milestone.

This will require an amendment to TCCS Technical Clauses where 52 weeks is required in lieu of the previous standard 13 weeks. Note that if the RMS landscape specification forms part of the Principal's Documents the term consolidation is not defined. The specification will require inclusion of a definition of consolidation or maintenance services to be provided by the Contractor for the nominated period.

Also consider how Maintenance is addressed in the Program and Payment sections of Contract Information. Payments could be made on a monthly basis determined by a rate item included in the tender.]

Planned:

Unplanned:

Item 24. Commissioning and Handover Plan

[Instructional note: Use this Special Condition if the Contractor is required to provide a Commissioning and Handover Plan]

The Contractor must prepare a draft Commissioning and Handover Plan and submit it to the Principal's Authorised Person so as to ensure there is no delay or disruption to the Works or Completion and in any event no later than [INSERT days] (30 days applies if prompt not filled in) days after the Date of Contract. If any draft Commissioning and Handover Plan is rejected, the Contractor must submit an amended draft to the Principal's Authorised Person and in any event finalise the Commissioning and Handover Plan so as to ensure there is no delay or disruption to the Works or Completion and in accordance with the requirements of the Contract to the satisfaction of the Principal's Authorised Person.

After the Commissioning and Handover Plan has been finalised, the Contractor must continue to correct any defects or omissions in it (whether identified by the Contractor or the Principal's Authorised Person) and submit an amended draft to the Principal's Authorised Person. The Contractor must maintain records of inspections or audits undertaken in accordance with the Commissioning and Handover Plan.

Without limiting clause 15 or Schedule 10, the Contractor's obligations or liabilities, or the Territory's rights under clause 69, the Contractor must:

- (j) fully co-operate with Other Contractors and otherwise to take all steps necessary to ensure:
 - (i) the timely, efficient and comprehensive commissioning of the Works; and
 - (ii) the smooth handover of the Works to, and the initial occupation of the Works by, the Territory;
- (k) without limiting paragraph (a):
 - (i) comply with its Commissioning and Handover Plan; and
 - (ii) in consultation with the Principal's Authorised Person, provide the Territory with such other specific assistance as may be required by the Principal's Authorised Person to facilitate the timely, efficient and comprehensive commissioning of the Works and the smooth handover of the Works to the Territory;
- (l) as a condition precedent to Completion, hand to the Principal's Authorised Person or any other Contractor or other person nominated by the Principal's Authorised Person all Contractor's Documents which are required for the use, operation and maintenance of the Works or the relevant *Milestone*; and
- (m) as and when reasonably required by the Principal's Authorised Person, meet with the Principal's Authorised Person and such Other Contractors or other persons as are nominated by the Principal's Authorised Person with a view to ensuring that the Territory and the nominated Other Contractors or other persons have sufficient information to enable the Territory, the nominated Other Contractors or other persons to:
 - (i) operate the Works;
 - (ii) maintain the Works; or
 - (iii) perform such other activities as may be required by the Territory in respect of the Works.

Item 25. Cooperation with other contractors

[Instructional note: USE this Special Condition if the Contractor is required to interface with other contractors on site – for example if SSICT will be carrying out some of the Works]

- (n) Without limiting clause 15 the Contractor must:
 - (i) permit other Contractors to carry out their work;
 - (ii) fully co-operate with Other Contractors;
 - (iii) carefully co-ordinate and interface the Contractor's activities with the work carried out or to be carried out by Other Contractors; and

GC21 Schedule 16

Note: The following constitutes Schedule 16 (Principal's Documents). Any terms in capitals have the meaning specified in clause 83 of the Contract, or of the Deed unless otherwise indicated.

[Instructional note: Include in this Schedule a list of *Principal's Documents*. This list should reflect any documents provided by the Principal to the Contractor prior to the date of execution of the Contract]

Principal's Documents include the following. This list is not intended to be a definitive list of *Principal's Documents* for the purposes of the Contract or in any way limit the definition of *Principal's Documents* in the Contract.

No.	Document
1.	
2.	
3.	
4.	

Contractor's authorised representative: [Contractor to complete]

Name: _____ Signature: _____ Date: _____
Position _____ Ph: _____ Email: _____

Contractor's authorised representative: [Contractor to complete]

Name: _____ Signature: _____ Date: _____
Position _____ Ph: _____ Email: _____

If the Contractor is selected as the preferred supplier to provide the Works, the Contractor may not commence this work until this form has been signed by the Territory's approving delegate and returned to the Contractor, at which stage the draft Work Order becomes a final Work Order and, together with the terms of the Territory's Modified Version of GC21 (which are incorporated by reference into this Work Order), and the Deed, forms the parties' contract for the Works.

Territory's approving delegate: I confirm that the above procurement complies with the *Government Procurement (Charter of Procurement Values Direction) 2020*, as detailed in Attachment A to this Work Order.

[Leave blank until this form is signed by the Contractor and returned. Upon return of the form, a Territory delegate authorised to approve this commitment should complete this section. A copy of the fully executed form must then be given to the Contractor]

Name: _____ Signature: _____ Date: _____

		(of contract)
Position	Ph:	Email:

Notes:

No contractual arrangement arises until the Contractor and the Territory's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Works is subject to and must be read with the Deed and the terms and conditions of the Territory's Modified Version of GC21.

This work order, once signed by both parties, constitutes the Letter of Award as defined in the Contract. The date of signature by the Territory's approving delegate is the Date of the Letter of Award as defined in the Contract.

Consideration of Government Procurement (Charter of Procurement Values) Direction 2020

(Forwarded with Work Order as a Returnable Schedule to Contractor to complete to confirm compliance with the Charter of Procurement Values)

Company Name: insert nominated Contractor details
Project Name: insert project name
Completed by: insert details
Date: xx/xxxxxx/202x

In accordance with the Government Procurement (Charter of Procurement Values) Direction 2020, this procurement demonstrates outcomes in at least one of the following six Procurement Values:

	Procurement Value Category	Application of Procurement Values for this Procurement NOTE: Remove, add or complete examples of how the nominated Procurement Value(s) below as applicable and appropriate for this engagement
1	Does this procurement comply with the Employment of Aboriginal & Torres Strait Islander Peoples' Economic Participation Procurement Value?	If applicable, indicate how this Procurement Value was met (select one or more of the following options): <ul style="list-style-type: none"> ○ engaged an Aboriginal and Torres Strait Islander Enterprise. ○ Aboriginal and Torres Strait Islander Enterprise Subcontractor. ○ Aboriginal and Torres Strait Islander Employment Targets. ○ other (please specify)
2	Does this procurement comply with the Business Development and Innovation Procurement Value?	If applicable, indicate how this Procurement Value was met (select one or more of the following options): <ul style="list-style-type: none"> ○ engaged a Canberra Region enterprise. ○ engaged a Small to Medium Enterprise. ○ complied with the Local Industry Participation Policy ○ entered an arrangement under the Guideline for Unsolicited Proposals. ○ other (please specify)

3	Does this procurement comply with the Gender Equality? Diversity and Inclusion Procurement Value?	<p>If applicable, indicate how this Procurement Value was met (select one or more of the following options):</p> <ul style="list-style-type: none"> ○ compliance with the <i>Workplace Gender Equality Act 2012</i> (Cth). ○ engaged a Social Enterprise. ○ other (please specify)
4	Does this procurement comply with the Environmentally Responsible Procurement Value?	<p>If applicable, indicate how this Procurement Value was met (select one or more of the following options):</p> <ul style="list-style-type: none"> ○ compliance with the <i>Sustainable Procurement Policy 2015</i> (ACT). ○ other (please specify)
5	Does this procurement comply with the Fair and Safe Conditions for Worker Procurement Value?	<p>If applicable, indicate how this Procurement Value was met (select one or more of the following options):</p> <ul style="list-style-type: none"> ○ compliance with the <i>Secure Local Jobs Code 2019</i>. ○ ACT Work Health Safety <i>Active Certification Policy</i>. ○ Guidelines for Managing Work Health and Safety on construction work with a value of \$250,000 or more. ○ other (please specify)
6	Does this procurement comply with the Transparent and Ethical Engagement Procurement Value?	<p>If applicable, indicate how this Procurement Value was met (select one or more of the following options):</p> <ul style="list-style-type: none"> ○ Modern Slavery Requirements included in Tender and Contract ○ ACT Government Prequalification Scheme ○ An Advance Tender Notice was published in relation to the procurement activity prior to approach to market ○ Supplier completed an Ethical Suppliers Declaration ○ other (please specify)

ATTACHMENT 2 ETHICAL SUPPLIERS DECLARATION

Statutory Declarations Act 1959 (Cth)

I, **[Name, address and occupation of person making declaration]** make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:

“Adverse Ruling” means a ruling, order, notice (including without limitation any improvement notice or prohibition notice), conviction or finding made or issued by any Authorised Entity.

“Authorised Entity” means any court, tribunal, board, commission, regulatory agency (including without limitation the director-general, commissioner, regulator or any inspector referred to in the Prescribed Legislation) or other entity with jurisdiction to determine employee and industrial relations matters or work health and safety matters to the effect that the Contractor has contravened the Prescribed Legislation.

“Consultant” means a consultant engaged by the Contractor to provide professional services. It includes a consultant whose contract with the Principal is novated to one with the Contractor.

“Contract” means an agreement which has or will shortly be entered into between the Australian Capital Territory and the Contractor for the provision of works in respect of the Project.

“Contractor” means **[insert full legal name of Contractor including the ACN/ABN as per that identified on the Contract];**

“Employee” means a natural person who is employed under a contract of service (excluding professional or information technology services) to provide the Contractor or a Subcontractor with his or her labour.

“Industrial Instruments” means an award or agreement, however designated, that:

- (a) is made under or recognised by an industrial law; or
- (b) concerns the relationship of an employer and the employer’s employees.

“Prescribed Legislation” means all applicable Acts and subordinate instruments of the Commonwealth and the Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations that apply to an entity including (as amended or replaced from time to time) but not limited to:

- (a) *Fair Work Act 2009* (Cth);
- (b) *Fair Work (Building Industry) Act 2012* (Cth);
- (c) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth);

- (d) *Income Tax Assessment Act 1997* (Cth);
- (e) *Independent Contractors Act 2006* (Cth);
- (f) *Industry Research and Development Act 1986* (Cth);
- (g) *Long Service Leave Act 1976* (ACT);
- (h) *Long Service Leave (Portable Schemes) Act 2009* (ACT);
- (i) *Migration Act 1958* (Cth);
- (j) *Paid Parental Leave Act 2010* (Cth);
- (k) *Payroll Tax Act 2011* (ACT);
- (l) *Safety, Rehabilitation and Compensation Act 1988* (Cth);
- (m) *Superannuation Guarantee (Administration) Act 1992* (Cth);
- (n) *Superannuation Guarantee Charge Act 1992* (Cth);
- (o) *Work Health and Safety Act 2011* (ACT);
- (p) *Workers' Compensation Act 1951* (ACT);
- (q) *Workplace Gender Equality Act 2012* (Cth).

“Project” means Project No [insert ACT Government Project no] for [insert sufficient details to identify nature of project];

“Prescribed Works or Services” means works or services that require the exertion of labour by Employees;

“Secure Local Jobs Code Certificate” has the meaning given by the *Government Procurement Act 2001*;

“Subcontractor” includes a sub-subcontractor; and

“Supplier” means an entity engaged by the Contractor to supply part of the Project.

all other capitalised words or terms have the same meaning as defined in the Contract.

2. I am authorised on behalf of the Contractor to make this declaration.
3. All Employees of the Contractor who have at any time been employed by the Contractor in respect of the Project have, at the date of this statutory declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Contract.
4. The Contractor has made provision for all other benefits (as required by Prescribed Legislation and any Industrial Instruments) accrued in respect of its Employees as at the date of this statutory declaration.
5. All Subcontractors, Suppliers and Consultants have been paid all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement by each of them for the performance of work or the supply of materials for or in connection with the Contract.
6. All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the work done in connection with the Contract have been paid.

13. In the preceding 24 months of the date of this declaration there have been no findings against the Contractor by any Authorised Entity, including a finding of a breach in a non-confidential consent order.

True (delete 13A and initial) Not true (answer 13A)

13A. There have been the following findings (Full Details of which are provided) against the Contractor by an Authorised Entity:

[Set out Full Details of findings]

14. In the preceding 24 months of the date of this declaration there have been no Adverse Rulings under the Prescribed Legislation against the Contractor.

True (delete 14A and initial) Not true (answer 14A)

14A. There have been the following Adverse Rulings under the Prescribed Legislation against the Contractor:

[Set out Full Details of convictions]

15. There are currently no proceedings or prosecutions against the Contractor in respect of a breach of any Prescribed Legislation.

True (delete 15A and initial) Not true (answer 15A)

15A. There are currently the following proceedings or prosecutions against the Contractor in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

16. The Contractor has not been required to implement any remedial measures to ensure future compliance with the Prescribed Legislation.

True (delete 16A and initial) Not true (answer 16A)

16A. The Contractor has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

[Signature of person making the declaration]]

[Print name of person making the declaration]

Declared at [place] on [day] of [month] [year]

Before me:

[Signature of person before whom the declaration is made]

[Full name, qualification and address of person before whom the declaration is made
(in printed letters)]

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the Statutory Declarations Act 1959.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 – see section 5A of the Statutory Declarations Act 1959.

A statutory declaration under the Statutory Declarations Act 1959 may be made before–

- (1) A person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon
- (2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) A person who is in the following list:
 - Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
 - Bailiff
 - Bank officer with 5 or more continuous years of service
 - Building society officer with 5 or more years of continuous service
 - Chief executive officer of a Commonwealth court
 - Clerk of a court
 - Commissioner for Affidavits
 - Commissioner for Declarations
 - Credit union officer with 5 or more years of continuous service
 - Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Fellow of the National Tax Accountants' Association
 - Finance company officer with 5 or more years of continuous service
 - Holder of a statutory office not specified in another item in this list
 - Judge of a court
 - Justice of the Peace
 - Magistrate
 - Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
 - Master of a court
 - Member of Chartered Secretaries Australia
 - Member of Engineers Australia, other than at the grade of student
 - Member of the Association of Taxation and Management Accountants
 - Member of the Australasian Institute of Mining and Metallurgy
 - Member of the Australian Defence Force who is:
 - (a) an officer; or

- (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
- (c) a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or
- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961

Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority; or
- (c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution

ATTACHMENT 3

Pricing Information