

NOTE TO DRAFTERS:

THIS DOCUMENT IS TO COPY AND PASTE INTO THE GC21 CONTRACT WHEN IT IS A 2 PHASE AGREEMENT.

COPY THIS AND ADD TO THE SPECIAL CONDITIONS OF CONTRACT AS THE LAST ITEM.

VERSION 2.2: NOVEMBER 2025

EXAMPLE ONLY

Item [x] Services and Works to be Phased2[x].1 Definitions

- .1 **Clause 79** (Definitions) of the General Conditions of Contract, is amended to include the following additional defined terms:

Cost Plan	A cost plan for the <i>Phase 2 Requirements</i> , including: <ol style="list-style-type: none">(1) identification in detail of all work required for, and all risks which could be encountered in, <i>Completion</i> of the Works which a prudent, competent and experienced contractor would anticipate and provide for in its cost plan for the Works;(2) a cost analysis in respect of each part of the Works;(3) the proposed <i>Phase 2 Fee</i> including detailed breakdown against each <i>Phase 2 Milestone</i>;(4) all such other matters as the Principal requires in writing.
Date for Phase 1 Completion	The date that all <i>Phase 1 Requirements</i> must be delivered.
Date for Phase 2 Agreement	[INSERT date. This is the date on which the parties are required to have agreed all matters in order to progress to Phase 2. All Phase 1 Milestones will have been required to be completed prior to this date, and sufficient time should be allowed for negotiation and settling of the Phase 2 Contract Information].
Initial Phase 2 Fee Proposal	[INSERT amount which is the initial lump sum amount for Phase 2 – information to be provided by tenderer].
Phase 1	The period during which the Contractor must undertake and deliver the <i>Phase 1 Requirements</i> , being the period from the <i>Date of Contract</i> until the <i>Date for Phase 1 Completion</i> .
Phase 2	The period during which the Contractor must undertake and deliver the <i>Phase 2 Requirements</i> , being from the <i>Phase 2 Commencement Date</i> until the <i>Date for Completion</i> .
Phase 2 Agreement	Means: <ol style="list-style-type: none">(1) the Contractor has submitted a <i>Cost Plan</i> which has not been rejected;(2) the Contractor has submitted an updated <i>Contract Program</i> for <i>Phase 2</i> which has not been rejected;(3) the <i>Phase 1 Milestones</i> have been achieved, including finalisation of any <i>Design</i> required in <i>Phase 1</i>;(4) the <i>Phase 2 Contract Information</i> has been agreed; and(5) the Contractor has otherwise complied with all of its obligations under the Contract to the extent

applicable for the *Date of Phase 2 Agreement*.

Phase 2 Commencement Date Is the date the last party executes the *Phase 2 Contract Information* and, for the purposes of this Contract is the Date of Contract for Phase 2.

Phase 2 Contract Information Is, at the Date of Contract, the schedule annexed to the Special Conditions to be completed prior to the *Date for Phase 2 Agreement* and in *Phase 2* (if any), and on and from the *Phase 2 Commencement Date* is the completed and agreed Contract Information for the Phase 2 contract.

Phase 1 Fee \$ [INSERT amount payable as a lump sum with respect to the first phase of the project] GST inclusive.

Phase 2 Fee The *Initial Phase 2 Fee Proposal*, as adjusted under **Item 2[X].4.1** and set out in the *Phase 2 Contract Information*.

Phase 1 Milestones [Insert all Milestones to be completed during Phase 1 and the relevant date for completion. Replicate the Phase 1 works milestones set out in Item 13 of the *Phase 1 Contract Information*. Note that to the extent you require other targets or objectives that are not Works elements, those can be included as "Phase 1 Requirements" in the below definition. For example, design milestones, or the achievement of DA approval may be relevant objectives that must be completed during Phase 1 as "Phase 1 Requirements"]

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 »

**Phase 2
Milestones**

as at the Date of Contract (Phase 1) are: [INSERT initial construction milestones to be completed in Phase 2 including date for completion. Replicate the Phase 2 works milestones set out in Item 13 of the *Phase 1 Contract Information*. Note that to the extent you require other targets or objectives that are not Works elements, those can be included as “Phase 2 Requirements” in the below definition. For example, design milestones may be relevant objectives that must be completed by the end of Phase 2]

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 »

Phase 1 Requirements

The following requirements:

- (1) The *Phase 1 Milestones*;
- (2) [insert ANYTHING ELSE that is not covered by a specified Milestone, but HAS to be done before phase 2 can start – eg particular design stages, obtaining building approval, or development approval, etc.];
- (3) ..
- (4) ..,

together with all other services or Works expressly or by implication to be provided in *Phase 1*.

Phase 2 Requirements

The following requirements:

- (1) The *Phase 2 Milestones*;
- (2) [insert list of other works and services that are to be completed within this Phase and which are not required to be obtained prior to the end of Phase 1 eg particular design stages, obtaining building approval, or development approval, etc.];
- (3) ..
- (4) ...,

together with all construction and associated activities required to achieve *Completion*.

2[x].2 Two Phase contract

- .1 The Contractor acknowledges and agrees that the Contract is divided into two distinct phases, being *Phase 1* and *Phase 2*.
- .2 Before the end of *Phase 1* the Principal may elect not to proceed with the Contractor to *Phase 2* if:
 - (a) it is not satisfied with the *Design* development, program, *Cost Plan* or other *Contractor's Documents* prepared by the Contractor during *Phase 1*;
 - (b) it is not satisfied with the Works (if any) undertaken by the Contractor during *Phase 1* (including in relation to quality, incidence of *Defects*, or timeliness);
 - (c) the Contractor has not demonstrated that it will absolutely comply with the *Policies*;

- (d) the *Phase 1 Milestones* are not achieved by the required dates for completion;
 - (e) the Principal does not agree with the adjustment to the fees for *Phase 2* proposed by the Contractor;
 - (f) the Principal does not obtain any necessary approvals (including funding approval);
 - (g) the *Phase 2 Contract Information* has not been agreed;
 - (h) the Contractor otherwise fails to perform all of the Contractor's *Phase 1* obligations in accordance with the Contract; or
 - (i) the requirements for *Phase 2 Agreement* have otherwise not been met by the *Date for Phase 2 Agreement*.
- .3 The Contractor acknowledges and agrees that the purpose of this division is to:
- (a) enable the parties to confirm the scope, design, cost and program of Works for *Phase 2* prior to the commencement of that phase;
 - (b) enable the Principal to ascertain (in its sole and absolute discretion) whether it will maximise value for money for the Principal by having the Contractor proceed with *Phase 2*;
 - (c) allow for various Directorate, government and parliamentary approvals, including funding approvals, required for the *Phase 2 Works*; and
 - (d) give the Principal an opportunity to establish whether it is satisfied (in its sole and absolute discretion) with the performance of the Contractor before proceeding from one phase to another phase.
- .4 If the conditions for *Phase 2 Agreement* are met and the Principal is satisfied with the matters outlined in **Item 2[x].2.2**, the Principal will notify the Contractor in writing and:
- (a) the parties must, within 7 days of the date of that notification, execute the *Phase 2 Contract Information*; and
 - (b) on execution of the *Phase 2 Contract Information*, the parties will immediately be deemed to have entered into a new contract on the same terms and conditions as this Contract as amended by the *Phase 2 Contract Particulars* and from that point in time references to "Contract" will be references to that new contract on those amended terms, under which the Contractor will complete (to the extent not completed in *Phase 1*) *Design* and construction of the Works;
 - (c) the Contractor must immediately after the execution of the *Phase 2 Contract Information*, commence the *Phase 2 Requirements*.
- .5 If the conditions for *Phase 2 Agreement* are not met or the Principal is not satisfied with the matters outlined in **Item 2[x].2.2**, the Principal will notify the Contractor in writing, and may:

- (a) direct that it will not proceed with the Contractor for *Phase 2*;
 - (b) proceed to have the *Phase 2 Works* executed:
 - (i) by a third party, including any of the other tenderers which lodged a tender for the Works (whether on the terms of that tender or otherwise as negotiated) without being obliged to carry out further tender processes; and
 - (ii) using the *Contractor's Documents* prepared and the Subcontractors engaged by the Contractor in *Phase 1*; or
 - (c) elect (in its absolute discretion) to waive the satisfaction of one or more conditions required for *Phase 2 Agreement*;
 - (d) elect (in its absolute discretion) to allow one or more *Phase 1 Requirements* to be removed from the scope of *Phase 1* and be included in the scope of *Phase 2*; or
 - (e) unilaterally extend a date for completion of a *Phase 1 Milestone* or the *Date for Phase 2 Agreement*.
- .6 If the Principal issues a notice under **Item 2[x].2.5(a)**, then:
- (a) the Contractor will:
 - (i) have no entitlement to perform the *Phase 2 Works* or other *Phase 2 Requirements*;
 - (ii) be entitled to payment of the *Phase 1 Fee* due and payable for work completed in accordance with the Contract before the date of issue of the notice (and subject to any previous payments, *Prepayments*, and any deductions, set offs or retentions including under clauses 59, 60 or 63); and
 - (iii) not be entitled to payment of the *Phase 2 Fee* or to make any *Claim* (to the extent permitted by law) against the Principal arising out of or in any way in connection with the relevant notice, the Contract or the Works other than for the amount payable under **subparagraph (ii)**; and
 - (b) the Contractor must:
 - (i) if and when requested by the Principal, immediately hand over to the Principal copies (or, where required by the Principal's Authorised Person, originals) of all *Contractor's Documents* to the date of issue of the relevant notice (whether complete or not) in hard copy and in an electronic form capable of manipulation by the Principal;
 - (ii) immediately take all steps to novate to the Principal any of the subconsultants required by the Principal's Authorised Person to be novated; and
 - (iii) co-operate with the Principal and any third parties required by the Principal's Authorised Person and take all other steps necessary to ensure

that the Principal is able to re-tender or otherwise procure the performance of any uncompleted *Phase 1 Requirements* and the *Phase 2 Requirements* (without any obligation on the Principal to do so).

2[x].3 Phase 1

- .1 During *Phase 1*, the Contractor must progressively complete the *Phase 1 Requirements* and otherwise take all possible steps to achieve *Phase 2 Agreement* before the *Date for Phase 2 Agreement*, including:
 - (a) achieving the *Phase 1 Milestones* by the *Phase 1 Milestone* dates;
 - (b) preparation and agreement of the *Phase 2 Contract Information*;
 - (c) preparation of the *Cost Plan*;
 - (d) compliance with all of its other obligations under the Contract with respect to *Phase 1*; and
 - (e) co-operate with the Principal, the Principal's Authorised Person and all other people nominated by the Principal's Authorised Person for the purpose of subparagraphs (a) – (d).
- .2 The Principal may, in its absolute discretion, at any time and from time to time by written notice to the Contractor, unilaterally extend a date for completion of a *Phase 1 Milestone* or the *Date for Phase 2 Agreement*.
- .3 Neither an extension of a date for completion of a *Phase 1 Milestone* or the *Date for Phase 2 Agreement* under **subparagraph .2**, nor the issue of a notice under **Item 2[x].2.5** will limit or affect the Contractor's obligations or liabilities under this Contract or prejudice the Principal's right to exercise any right or remedy (including recovery of damages, whether while electing to keep the Contract on foot or after termination) which it may have where the Contractor breaches the Contract, whether under the Contract or otherwise according to law, or entitle the Contractor to bring a *Claim* against the Principal.
- .4 No act or omission of the Principal, its employees, agents or contractors (other than the Contractor) which prevents *Phase 2 Agreement* being achieved by the *Date for Phase 2 Agreement* (including but not limited to any delay in approving, reviewing, finalising or agreeing any matter) will entitle the Contractor to bring any *Claim* against the Principal or limit or affect any right of the Principal including any right to elect not to proceed with the Contractor to deliver the Works.

2[x].4 Finalising the Cost Plan

- .1 It is acknowledged that during *Phase 1* the Contractor will progressively develop and complete the *Phase 1 Milestones*.
- .2 To the extent the *Phase 1 Milestones* includes *Design* development:
 - .1 clause 39 of the Contract applies; and

- .2 the Principal will, or may instruct the Contractor to, maintain a register (**Scope Change Register**) of all changes to the Principal's Documents and/or the Contractor's original tendered design (**Scope Change**) agreed or instructed by the Principal during *Design* development for the *Phase 2 Works*.
- .3 A Scope Change:
 - .1 does not include any item that should reasonably have been anticipated at the Date of Contract as required or necessary for the Works; and
 - .2 are not *Variations* of the *Phase 1 Contract*.
- .4 The Scope Change Register will include a summary description of the change item with cross references to associated documents, the cost or saving as against the *Initial Phase 2 Fee Proposal*, any associated *Phase 2 Contract Program* changes, the date of agreement to the Scope Change by the Principal.
- .5 The Contractor must submit its price for any Scope Change proposed or instructed within 10 days of a request to do so by the Principal.
- .6 The parties must endeavour to agree on the value and effect on time for any Scope Change. Failing agreement on value or time, either may request the Valuer to decide.
- .7 The Contractor must progressively update the Cost Plan to reflect the Scope Change Register.
- 7. No later than the *Date for Phase 2 Agreement* the Contractor must confirm the final proposed *Phase 2 Fee*, as set out in the most recent Cost Plan that incorporates the cost of all items in the Scope Change Register and no other costs unless specifically agreed in writing by the Principal.
- .8 If agreement of the *Phase 2 Fee* is not reached by the *Date for Phase 2 Agreement* (for any reason) the Principal may (in its absolute discretion) elect to issue a notice under **Item 2[x].2.5**.
- .9 For the avoidance of doubt, the *Phase 2 Fee* will be the *Initial Phase 2 Fee Proposal* unless and to the extent the parties have agreed Scope Changes pursuant to the process in this **Item 2[x].4** (unless otherwise specifically agreed by the parties in writing)

2[x].5 Execution of Phase 2 Contract information

- .1 By no later than the *Date for Phase 2 Agreement* the parties must agree on all details to be included in the *Phase 2 Contract Information*.
- .2 If any amendments are required to the proposed *Phase 2 Contract Information* as a result of fulfilling any of the requirements for *Phase 2 Agreement* the Contractor must undertake genuine and good faith negotiations with the Principal to reach agreement on any such amendments.

2[x].6 Transition in and between phases (if any)

- .1 The Contractor acknowledges that:
 - (a) unless and until the parties execute the *Phase 2 Contract Information* the Contractor:

- (i) will have no entitlement to complete (to the extent not completed in *Phase 1*) the *Design* or construction of any part of the *Phase 2 Works* or otherwise perform any *Phase 2 Requirements*;
 - (ii) will have no entitlement to be paid the *Phase 2 Fee*;
- (b) the splitting of the Works and services into two phases is solely for the benefit of the Principal, and the rights and obligations of the parties and functions of the Principal's Authorised Person are to be construed accordingly;
- (c) as a result of the matters described in **Item 2[x].2.2**:
- (i) there may not be a *Phase 2*;
 - (ii) even if there is a *Phase 2* the Contractor may not be engaged to carry out the *Phase 2 Requirements*; and
 - (iii) there may be periods of inactivity of various durations in and between *Phase 1* and *Phase 2* (and such periods do not constitute delay and do not entitle the Contractor to make any *Claim* in respect of such periods of inactivity or delay).
- .2 Notwithstanding **Item 2[x].6.1(c)(iii)**, the Contractor must ensure that, in and between *Phase 1* and *Phase 2* it retains appropriate, suitably qualified personnel available to perform the Works required by the Principal.

ANNEXURE TO SPECIAL CONDITION ITEM [INSERT]

PHASE 2 - CONTRACT INFORMATION AND DEED OF AGREEMENT

To be completed by the parties prior to the *Phase 2 Commencement Date*

Formal Instrument of Agreement

Refer to clause 7 of the GC21 General Conditions of Contract

The Contract is formed by the Principal issuing a *Letter of Award* to the Contractor, unless the Principal requires the parties to be bound by execution of a formal agreement or deed. Pursuant to clause 7.5 of the General Conditions of Contract, even where a *Letter of Award* has been used to form the Contract, the Principal may require the Contractor to execute a formal agreement or deed on terms no different from those contained in the *Contract Documents*.

The template 'Formal Instrument of Agreement' below has been drafted for execution by the parties using the 'without a common seal' option in accordance with s127 & s110A of the Corporations Act 2001 (Cth).

Where signing by electronic means (i.e. not on a physical hard copy document) is to be used, the identification, reliability and consent requirements under s9 of the *Electronic Transactions Act 2001* apply. The formal instrument of agreement has been drafted to provide compliance with the:

- **identification requirements** – signature & name of person signing and indication the person intends to be bound by the terms of the agreement; and
- **reliability requirement** – an appropriate method being used to link the person signing to their signature. Three options are provided to satisfy the reliability requirement. The appropriate option should be selected by the Principal.

For information:

- a. an electronic signature platform such as DocuSign, SecureSign or similar can be used, as an advanced signer identification method, to provide the necessary interface to satisfy reliability and identification requirements and produce the necessary records; and
- b. the certified digital signature signing option to satisfy the reliability requirement verifies the identity of the signer and provides assurance that no document alteration has occurred after signing.

[Note: a *Letter of Award* cannot be used to form the Contract if you intend the Contract to be in the form of a deed. A deed may be preferred if you wish to secure the benefit of the 12 year limitation period which attaches to deeds, for bringing an action for breach. Deeds cannot be signed electronically by the Territory. The limitation period for a contract is 6 years from the date on which the action accrued. Seek legal advice if required].

[There are two options for clause (a). Use the first option if the Territory is issuing a *Letter of Award* to form the Contract, otherwise use the second option if the Contract is to be formed by execution of the formal contract. Include clauses (b) to (d) in all cases. Seek legal advice if you require the Contract to be a deed.

[OPTION 1 – LETTER OF AWARD ISSUED]

- (a) Notwithstanding a Contract has been formed by the issue of a *Letter of Award*, the Principal requires the Contractor to execute this formal instrument of agreement on terms no different from those contained in the *Contract Documents* as at the Date of Contract.

[OPTION 2 – NO LETTER OF AWARD ISSUED, PARTIES TO BE BOUND BY SIGNING THE FORMAL INSTRUMENT. Note: If a deed is preferred seek legal advice regarding appropriate drafting (and note the above information regarding Deeds)].

- (a) The Principal requires the Contract to be formed by execution of this formal instrument of agreement.

[clauses (b) to (d) – include in all cases:].

- (b) The Principal and the Contractor promise to carry out and complete their respective obligations in accordance with the Contract, including all documents referred to in clause 7 of the Contract as constituting the Contract.

(c) This formal instrument of agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument.

(d) The parties:

- (i) accept that this formal instrument of agreement may be signed by electronic means by counterpart using an electronic signing platform or other agreed process that provides a suitable record identifying the person signing;
- (ii) state that they may make use of the option to sign electronically and will be bound by their electronic signatures;

(select one of the 3 methods of signing electronically in sub-clause (d)(iii) below and then delete the other 2 methods & check the numbering)

Method 1 – use of personal email address

- (iii) agree that a personal email address is to be used for access to the document to be signed and in communications by the person signing electronically.

Method 2 – use of an advanced signer identification (e.g. DocuSign, SecureSign etc)

- (iii) agree that an advanced signer identification method is to be used by the persons signing electronically, utilising password access to the document to be signed.

Method 3 – use of certified digital signature

- (iii) agree that a certified digital signature is to be used by the persons signing electronically, utilising a digital certificate from a Certificate Authority.

Signed for and on behalf of the **Australian Capital Territory** in the presence of:

Signature of Witness

Signature of Delegate

Name of Witness in full

Full name of Delegate

Date

Date

Executed by **[NAME & ACN of Contractor]**

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

Signature of director / authorised officer *
*DELETE whichever is not applicable (see note below)

Print full name

Print full name

Date

Date

Note:

***Authorised Signatories:**

- For a Company: This form must be signed in accordance with either section 126 or section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. If the company is a proprietary company that has a sole director who is also the sole company secretary then this form must be signed by that director and witnessed.
- For a Partnership: This form must be signed by at least one partner on behalf of all other partners and witnessed.
- For an Individual: This form must be signed by the individual tendering for the Works and witnessed.

EXAMPLE ONLY

Contract Information

The Contract Information is part of the Contract. Refer to clauses 78 & 79 for the interpretation and definition of words and phrases.

Contract

Item

Contract name

The Contract name is:

»

The Contract number is:

»

Site

The Site is:

»

Defined in clause 79

Description of the Works

The Works are:

»

Mentioned in clause 8

Principal's details

Principal

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 Directorate/ Agency – eg Infrastructure Canberra].

Defined in clause 79

Principal's Authorised Person

The Principal's Authorised Person is:

»

Mentioned in clause 2

Notices to the Principal

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

Mentioned in clause 11

Office address:
(for delivery by hand)

»
»
»
»

Postal address:
(for delivery by post)

»
»
»
»

e-mail address (general):

Principal's Senior Executive

Mentioned in clauses 69 & 70

The Principal's Senior Executive is:

»<EBM position not name >

Office address:
(for delivery by hand)

»<street address with EBM position not name >
»
»
»

Postal address:
(for delivery by post)

»<postal address with EBM position not name>
»
»
»

e-mail address:

»<generic EBM email>

Contractor's details

Contractor

(item completed after tenders close)

The Contractor is:

.....
.....
ACN.....
ABN

Contractor's Authorised Person

(item completed after tenders close)

Mentioned in clause 2

The Contractor's Authorised Person is:

.....

Notices to the Contractor

(item completed after tenders close)

Mentioned in clause 11

Notices must go to the Contractor's Authorised Person named above, at the address or number shown here.

Office address:
(for delivery by hand)

.....
.....

.....
.....

Postal address:
(for delivery by post)

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

e-mail address:

.....

Contractor's Senior Executive

(item completed after tenders close)

Mentioned in clause 70

The Contractor's Senior Executive is:

.....

Office address:
(for delivery by hand)

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

Postal address:
(for delivery by post)

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

e-mail address:

.....

Dates and times

Date of Contract

(item may be completed after tenders close)

Defined in clause 79

The Date of Contract is:

.....
("the date specified in the Letter of Award, or if no date is specified, the date of the Letter of Award", applies if not filled in).

Times for Site access and Completion

Site access: Mentioned in clause 34

Contractual Completion Date and Completion: Mentioned in clause 65

Time periods for Site access and for calculating Contractual Completion Dates are as shown.

Phase 1

Milestone number	Description	Time Period for giving Site access	Time Period for Completion
1	»	»	»
2	»	»	»

3	»	»	»
4	»	»	»
5	»	»	»

Phase 2

Milestone number	Description	Time Period for giving Site access	Time Period for Completion
		Time Period for giving Site access	Time Period for Completion
5	»	»	»
6	»	»	»
7	»	»	»
8	»	»	»
9	»	»	»

Statutory and Government requirements

Fees, charges and approvals

Mentioned in clause 12

Approvals that have been obtained or will be obtained, and fees and charges that have been paid or will be paid, by the Principal are:

»
("None obtained or paid by the Principal" applies if not filled in).

Compliance with ACT Government Guidelines and Polices

A - Work Health and Safety (WHS)

Mentioned in clause 15 and Schedule 17

Is the Contractor required to submit a WHS Management Plan in accordance with the *Work Health and Safety Regulation 2011*? (Yes/No)

»
("Yes" applies if not filled in).

If required, the WHS Management Plan must be provided:

("not less than 14 days before starting work on the Site" applies if not filled in)

B – Not used

C - Quality Management

Mentioned in clause 15 and Schedule 18

Is the Contractor required to implement a certified Quality Management System? (Yes/No)

»
("Yes" applies if not filled in).

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

»
("Yes" applies if not filled in).

If required, the Quality Management Plan must be provided:

»
("before starting design or construction work in connection with the Contract" applies if not filled in).

D - Environmental Management

Mentioned in clause 15 and Schedule 16

Is the Contractor required to implement an accredited Environmental Management System? (Yes/No)

»
("Yes" applies if not filled in).

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

»
("Yes" applies if not filled in).

If required, the Environmental Management Plan must be provided:

»
("at least 14 days before starting work on the Site" applies if not filled in).

E – Local industry participation

Do clauses 13.18 to 13.24 apply?

»
("Yes" applies if not filled in).

F – Other Territory guidelines and policies

Other guidelines and policies that the Contractor must comply with:

» National Code of Practice for the Construction Industry;
» the Territory's WHS Active Certification Policy;
» the Territory's Secure Local Jobs Code.

Requirements for Commonwealth funded projects

Australian Government Work Health and Safety Accreditation Scheme

Mentioned in clause 17

Is the Contractor required to maintain accreditation under the Australian Government Work Health and Safety Accreditation Scheme?

»
("No" applies if not filled in)

Principal contractor

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

Mentioned in clause 16

»
("Yes" applies if not filled in).

Working hours and working days

Working hours and working days are:

Mentioned in clause 18

»
("to comply with *Statutory Requirements*" applies if not filled in).

Not used

Not used

Not used

Insurance

Works insurance

Mentioned in clauses 27.1 & 27.2

The party responsible for effecting Works insurance is:

»
("the Principal" applies if not filled in).

If the Principal is responsible:

Minimum cover is:

\$» See *Policy* for details.

Insurer:

Policy number:

Period of cover is:

»
("until *Completion*" applies if not filled in).

If the Contractor is responsible:

Minimum cover is:

\$»

Period of Cover is:

»
("until release of the *Post Completion Undertaking*" applies if not filled in).

Period of cover is:

»
("until release of the *Post Completion Undertaking*" applies if not filled in).

Public liability insurance

Mentioned in clauses 27.1 & 27.8

Principal:

Minimum cover is:

\$ See *Policy* for details.

Insurer:

Policy number:

Period of cover is:

Until *Completion*.

Contractor

Minimum cover is:

\$»
("\$20 million in respect of each claim"
applies if not filled in).

Period of cover is:

»
("until release of the *Post-Completion*
Undertaking applies if not filled in).

Workers compensation insurance

Minimum cover is:

as required by law.

Period of cover is:

as required by law.

Professional indemnity insurance

Mentioned in clause 27.9.2

Is a professional indemnity
insurance policy to be held by the
Contractor? (Yes/No)

»
("Yes" applies if not filled in).

Minimum cover is:

»
(\$5 million in respect of each claim and
in the annual aggregate applies if not
filled in).

Period of cover is:

until issue of the *Final Payment*
Schedule.

Marine liability insurance

Mentioned in clause 27.9.3

Is a Marine Liability insurance policy
to be held by the Contractor?
(Yes/No)

»
("No" applies if not filled in)

Minimum cover is:

\$5 million for any one occurrence.

Period of cover is:

the whole of the period of use of
waterborne craft of 8 or more metres in
length on work in connection with the
Contract.

25A Motor vehicle 3rd party property damage insurance

Mentioned in clause 27.3.4

Is motor vehicle 3rd party property damage insurance to be held by the Contractor? (Yes/No)

»
("Yes" applies if not filled in).

Minimum cover is:

\$20 million for any one occurrence.

Period of cover is:

the whole of the period of use of motor vehicles on work in connection with the Contract.

Contract Documents

Other Contract Documents

(item completed after tenders close) *Mentioned in clause 7.1.5*
Other Contract Documents (not listed in clause 7) are:

1. the *Letter of Award*, and any formal agreement or deed constituting the Contract; and
2. the following written communications between the parties:
3. Request for tender for the Works *<insert tender number>*
4. Addenda issued under the request for tender *<list each addendum and date>*
5. Labour Relations Training Workplace Employment Plan at **Attachment 5** of this Contract
6. Local Industry Participation Plan at **Attachment 6** of this Contract.

Principal's Documents

Copies of Principal's Documents

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

»
("1 electronic copy" applies if not filled in).

Mentioned in clause 7.4

27A Adopting the Principal's Documents

Is the Contractor required to adopt the *Principal's Documents*?

»
("no" applies if not filled in).

Mentioned in clause 39.11

Contractor's Documents

Copies of Contractor's Documents

Mentioned in clause 40.1

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

»
("1 electronic copy in a format acceptable to the Principal" applies if not filled in).

Subcontract work

Use of GC21 Subcontract

The Subcontract value requiring use of the GC21 subcontract as set out in Schedule 9 (Subcontract requirements) is:

\$200,000

Mentioned in clause 28.4

Payment period for Subcontracts

The maximum period before payment, for Subcontracts is:

15 Business Days.

Mentioned in clause 28.4.2

Preferred Subcontractors

The Preferred Subcontractors referred to in clause 29 are:

Class of work	Subcontractors
---------------	----------------

»

("Not applicable" applies if not filled in).

Mentioned in clause 29.3

Subcontractor's warranty

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

»

[Note to drafters: guide only – amend as necessary to reflect the nature of the Works and project]

Building Element	Minimum Warranty Period (years)
Lifts	15
ICT equipment	15
Data and Communications	15
Audio Visual	as per manufacturer's warranty
Electrical fixtures	10
Electrical switchboards	15
Light fittings	5

Mentioned in clause 30.1

Electrical, Fire and Mechanical Control Panels	15
External lighting fixtures and poles	15
Mechanical Services Equipment	15
Mechanical Services Ductwork	20
Mechanical Services Pipework	20
Fire Protection Systems	15
Security equipment	15
Sanitary Fittings and Fixtures	as per manufacturer's warranty
Hydraulic fixtures & pumps	15
Rainwater tanks	15
UPS units	10
Hydrotherapy Pool and Associated Equipment	10
Medical Gasses Equipment	10
Nurse Call Equipment	10
Structural Steel	25
Concrete Structure	25
Expansion joint systems	10
Metalwork	10
Roof Sheeting/flashings/access panels	20
Facade	20
Doors and Door hardware	15
Roller doors	15
Waterproofing	15
Suspended Ceilings Grid	10
Suspended Ceilings Panels	5
Internal Partitions	10
Joinery	5
Painting	5
In-ground irrigation	5
Resilient Finishes	5
Carpet	5
Floor and Wall Tiling	5
Entry Mats	as per manufacturer's warranty
Windows	10
Window Furnishings	2
FF&E	as per manufacturer's warranty

Ceiling Mounted Hoists	as per manufacturer's warranty
Signage	5
Line marking	5

("Not required" applies if not filled in).

Undertakings

Completion Undertaking

Mentioned in clause 33.1

The amount of the *Completion Undertaking* is:

» \$ [specify the \$ amount using the following formula and add text 'being' and delete text 'applies if not filled in']
 ("4% of the *Contract Price* at the Date of Contract for the first \$10 million plus 2% of any amount over \$10 million" applies if not filled in).

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

Mentioned in clause 33.5

» 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*?

Mentioned in clause 33.5

» Yes/No
 ("Yes" applies if not filled in).

Post-Completion Undertaking

The Amount of *Post-Completion Undertaking* is:

Mentioned in clause 33.1

» \$ [specify the \$ amount using the following formula and add text 'being' and delete text 'applies if not filled in']
 ("1% of the *Contract Price* at the Date of Contract" applies if not filled in).

Return of Post-Completion Undertaking

Mentioned in clause 33.3.2

The period following the *Actual Date of Completion*, at the end of which the *Post-Completion Undertaking* must be returned is:

» months.
 ("12 months" applies if not filled in).

Site information

Site information

Mentioned in clause 36

*Information contained in the documents identified in Contract Information items 36A and 36B does **NOT** form part of the Contract.*

A - Documents not guaranteed for completeness

Documents which contain information that is not part of the Contract and are not guaranteed for completeness are:

»

("None" applies if not filled in)

B - Documents not guaranteed for accuracy, quality or completeness

Documents which contain information that is not part of the Contract and are not guaranteed for accuracy, quality or completeness are:

»

("None" applies if not filled in)

Site Conditions

Mentioned in clause 37.2

Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse *Site Conditions* other than carrying out *Variations* instructed by the Principal? (Yes/No)

»

("No" applies if not filled in).

Design and documentation

Scope of design activities

A - Design by the Contractor

Mentioned in clause 39

Items 38A.1, and 38A.2 allow the Principal, at its discretion, to provide information to tenderers of aspects of design, without altering the Contractor's obligations, under clause 39.1, to complete the Principal's design.

The parts of the Works listed in these items do not describe all the Works required to be designed and completed by the Contractor. Notwithstanding that parts of the Works require design or design development, the Principal may not identify all or any parts of the Works.

THE WHOLE OF THE OR

Without limiting the design obligations of the Contractor under clause 39.1, some selected items and components of the Works for which the Contractor is responsible for developing the preliminary

»

("No particular items or components have been selected, refer to clause 39.1" applies if not filled in).

design provided by the Principal are (clause 39.1.2):

Without limiting the design obligations of the Contractor under clause 39.1, some selected items and components of the Works for which the Contractor must fully design are (clause 39.1.3):

»
("No particular items or components have been selected, refer to clause 39.1" applies if not filled in).

Items, services and components of the Works in respect of which the Contractor may depart from the design provided by the Principal (clause 39.7):

»
("no items, services or components of the Works" applies if not filled in).

B –National Construction Code

Does the National Construction Code apply? (Yes/No)

»
("Yes" applies if not filled in).

Mentioned in clauses 39 & 43

Innovation

Innovation

The percentage of financial benefit to be allocated to the Contractor is:

»
("100%" applies if not filled in).

Mentioned in clause 41.5

Payments

Contract Price at the Date of Contract

(item completed after tenders close)

Mentioned in clause 55.1

The *Contract Price* at the Date of Contract is:

the lump sum of \$[INSERT] (GST incl) comprising the *Phase 1 Fee* being \$[INSERT] (GST incl) and the *Phase 2 Fee* being \$[INSERT] (GST incl)

[Note, the Phase 2 Fee is confirmed for Phase 2 prior to executing these Phase 2 Contract Information, and accordingly this Item can now be completed with the final agreed lump sum fee for the whole of the Works. If the Phase 1 Fee has changed, as a result of Variations or otherwise during Phase 1, the updated Phase 1 Fee can now be specified]

Basis of payment

The basis of payment is:
(Lump sum / *Schedule of Rates* /
Lump sum with *Rate Items*)

»

Rise or fall adjustments

Mentioned in clause 55.2

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

»
("No" applies if not filled in).

Provisional Sums

Mentioned in clause 55.4

Provisional Sum items referred to in
clause 55.4 are:

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

Provisional Sum margin

Mentioned in clause 55.4

The *Provisional Sum* margin includes
profit and off site overheads:

»
("and on site overheads including
attendance and administration" applies
if not filled in).

The *Provisional Sum* margin is:

»
("10%" applies if not filled in).

Contractor's Margin

Mentioned in clauses 47 and 79

The *Contractor's Margin* includes
profit and off-site overheads:

»
("and on-site overheads including
attendance and administration" applies
if not filled in).

The percentage for *Contractor's
Margin* is:

»
("10%" applies if not filled in).

Amount of Prepayment

Mentioned in clause 57.1.1

The amount of *Prepayment* is:

»\$ [specify the \$ amount using the
following formula]
("An amount equal to 10% of the
Contract Price at the Date of Contract"
applies if not filled in).

Payment Claims

Mentioned in clauses 56 & 58

The date in the month for making *Payment Claims* is:

»
("the last *Business Day* prior to the end of each calendar month" applies if not filled in).

The person authorised to deal with *Payment Claims* is:

»
("the *Principal's Authorised Person*" applies if not filled in).

The address for submission of *Payment Claims* is:

» Payment claims to be submitted through CAMPS SRM.

» Payment claims are to be made in favour of the represented Directorate of the Principal being the (insert the full name of the Directorate or Agency and ABN as applicable) and are to be provided to the Principal's Authorised Person. 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 PAP.]

B - Method of payment

Mentioned in clause 58.2

Milestones for which payment will not be made until after they reach *Completion*:

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

Completion Amount

Mentioned in clause 60

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* »)

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

»
("Completion of the whole of the Works" applies if not filled in).

» 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).

Interest on late payments

Mentioned in clause 62

The rate of interest per annum is:

For the Principal –

» as determined in accordance with section 25 of the *Government Procurement Act 2001* (ACT)

»

For the Contractor –

("8%" applies if not filled in).

Delay Costs

Delay Costs and liquidated damages

Mentioned in clauses 34 & 51

A – Delay Costs

A1 - Delay Costs for delay in access to the Site

The rate in item 49A1 applies only if the Principal fails to give initial access to the Site as required by clause 34. The rate does not apply where the Principal fails to give Site access for a *Milestone* by the required time, unless that *Milestone* is the first to proceed after the Contractor has established on the Site.

The rate per day for *Delay Costs* due to the Principal's failure to give the Contractor initial access to the Site in accordance with clause 34 is:

\$ » ("No delay costs payable" applies if not filled in)

A2 - Delay Costs for delay other than in access to the Site

The rate or rates in item 49A2 apply when the rate in item 49A1 is not applicable, in accordance with clause 51.

The rate per day for *Delay Costs* payable when *Completion* of the whole of the Works is delayed is:

\$ »

The rates per day for *Delay Costs* payable when there are delays to *Completion of Milestones** are:

Milestone 1: \$ »

Milestone 2: \$ »

Milestone 3: \$ »

**The rate for each Milestone is separate and distinct from the others.*

B - Liquidated damages

Mentioned in clauses 51.8 and 51.9

Do liquidated damages apply to this Contract? (Yes/No)

»
("No" applies if not filled in).

The rate per day for liquidated damages for the whole of the Works only applies where there are no rates specified for *Milestones* and is:

\$ »
("Liquidated damages are not payable" applies if not filled in).

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

Milestone 1: \$ »

Milestone 2: \$ »

Milestone 3: \$ »

("Liquidated damages are not payable" applies if not filled in).

**The rate for each Milestone is separate and distinct from the others.*

Engagement of Valuer

Engagement of Valuer

A - Engagement of Valuer

Mentioned in clause 35

Must a Valuer be engaged? (Yes/No)

»
("No" applies if not filled in).

B - Person to select the Valuer

Mentioned in clause 35

The person is:

»
(the President, (AIQS), Suite 303, Level 3, 70 Pitt Street, Sydney applies if not filled in).

Telephone number:

»

((02) 8234 4000 applies if not filled in).

Email/ website:

»

(<https://www.aiqs.com.au/contact-us>
applies if not filled in).

C - Litigation Threshold

Mentioned in clause 35

The threshold amount for litigation following a Valuer's determination is:

»

("\$200,000" applies if not filled in).

Expert Determination

Time to refer Issue to Expert Determination

Mentioned in clause 70.3

The time within which either party may refer an *Issue* to *Expert Determination* is:

»

("28 days after becoming entitled under clause 70.2" applies if not filled in).

Expert Determination representative

Mentioned in clause 71

The representative of the Principal for all of the purposes in clause 71, and under Schedule 5 (Expert Determination Procedure) is:

» Director General, Infrastructure
Canberra.

("the Principal's *Senior Executive* until the Principal notifies otherwise" applies if not filled in).

Office address:
(for delivery by hand)

» Infrastructure Canberra

2 Constitution Avenue
CANBERRA CITY 2601
("as shown in Contract Information
item 7" applies if not filled in).

Postal address:
(for delivery by post)

» Infrastructure Canberra

GPO Box 158
CANBERRA CITY ACT 2601
("as shown in Contract Information
item 7" applies if not filled in).

e-mail address:

» iCBRContractRequests@act.gov.au

**[OR, INSERT OTHER EMAIL ADDRESS
AS APPLICABLE]**

(“as shown in Contract Information item 7” applies if not filled in).

Person to nominate an Expert

Mentioned in clause 71

The person is:

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

Telephone number:

(02) 9239 0700

Email/ website:

<https://www.disputescentre.com.au/>

Threshold amount for litigation

Mentioned in clause 71

The threshold amount for litigation following an *Expert's* determination is:

»
("\$1 million" applies if not filled in).

Confidential Text

Confidential Text

Mentioned in clause 19.7

The following is Confidential Text:

»

Clause no.

If there is no personal information in the Contract and no other Confidential Text, write "There is no Confidential Text".

Otherwise, INSERT specific clause or item number in the Contract that is personal information or that a party to the Contract requires be kept confidential.

eg. "Item 1 and 3 of the Labour Relations, Training and Workplace Equity Plan" or "Names of persons where they appear in Contract Information - Item 1 and Contract Information Item 6"

DO NOT include general statements such as "contractor pricing" "all personal information" or "contractor methodology", as it will not be clear to either party which specific clauses are agreed to be redacted from the public text version.

Note that from 1 July 2024:

- (1) all personal information in notifiable contracts is considered Confidential Text. Personal Information is information about an identified individual, or an individual who is reasonably identifiable; and
- (2) the Territory can only propose text be Confidential Text if the conditions in section 18(2) and (3) of the Procurement Act are met.

All documents that make up the Contract under clause 7, including any documents specified as *Contract Documents* in Contract Information – Item 26 are part of the Contract, whether or not they are attached/bound in. Accordingly, consideration must be given to each of those documents and whether they contain any Confidential Text.

By default this includes the Contractor’s Labour Relations, Training and Workplace Equity (LWERTY) plan and Local Industry Participation plan (LIP) submitted by the Contractor with its tender for the Works.

If the Contract is a notifiable contract under the Procurement Act, text may only be deleted from the public text of the Contract if the text is personal information, there is a requirement imposed by law that has the effect of requiring a party to keep the text confidential, or the Territory is otherwise permitted to not disclose the text on the basis of one or more of the grounds set out in section 18 of the Procurement Act. The relevant grounds should be specified below.

Grounds for confidentiality:

The Confidential Text is “confidential information” for the purposes of the Procurement Act because:

- (a) it is Personal Information about a person; or
- (b) the Territory is satisfied that disclosure of the text would:
 - (i) be an unreasonable disclosure of information about the business affairs of a person; or
 - (ii) disclose information having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished by the disclosure]

EXAMPLE ONLY