

Summary File ONLY

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FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.

TENDER NO. 0601510

THE PROVISION OF PLUMBING AND/OR ELECTRICAL SERVICES ON BEHALF OF HERITAGE AND BUILDING SERVICES, DEPT OF COMMERCE

PERIOD: 3 YEARS FROM DATE OF ACCEPTANCE

PLUS 2 X 1 YEAR EXTENSION OPTIONS

Tender Closing Details:

Tender Closing Time:

9:30 am Tuesday
19 September 2006

Tender Box Address:

Tender Box
NSW Dept of Commerce
Level 3 (Ground Floor)
McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

Secure Tender Fax Number:

(02) 9372 8974

eTendering Website Address:

<https://tenders.nsw.gov.au/commerce>

Contact Officers for Enquires:

Contractual: Dionne Dever

Phone: (02) 9372 7515

Fax: (02) 9372 7799

Email: dionne.dever@commerce.nsw.gov.au

Technical: David Munson

Phone: (02) 9672 5131

Fax: (02) 9672 5241

Email: david.munson@commerce.nsw.gov.au

Pre Tender Briefings:

A Pre-Tender Briefing will be held commencing at **10.30am**, on the date and at the place nominated below. The Contact Officers will be available at that time to answer any Tenderer's queries regarding the contract. Attendance by Tenderers at a pre-tender meeting is encouraged, however is **not** mandatory.

Doonside
Wednesday 6th September 2006

NSW Department of Commerce
Training Room
236 Richmond Road
Doonside
10.30am

Tender Fee: Non-Refundable Hard Copy Document Fee \$55.00 (includes GST). Note: There is no charge for downloading an electronic copy from <https://tenders.nsw.gov.au/commerce>. Payment for a hard copy is to be made by either a cheque drawn in favour of the NSW Department of Commerce or by credit card (MasterCard, Visa and Bankcard). Cash will not be accepted.

Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus one copy of the tender. Tenders are to be marked "Original" and "Copy 1" accordingly.

This publication is available on request via email in large print and/or on computer disk for people with a disability. To obtain copies of this publication in either of these formats, please contact the Tenders office on phone: (02) 9372 8900

Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.

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1. DEFINITIONS OF TERMS USED IN PARTS A and B

- 1.1 Unless the context indicates otherwise, the following terms, where used in Parts A and B of this RFT, shall have the meanings set out below. Note that not all defined terms will appear in all RFTs.

“Board” means the State Contracts Control Board established under the *Public Sector Employment and Management Act 2002* and includes the duly authorised delegates of the Board, including officers of NSW Procurement - Contracting Services.

“Closing Date and Time” means the Closing Date and Time for receipt of Tenders, specified on the cover sheet to this RFT.

“Code” means the NSW Government Code of Practice for Procurement, as amended from time to time. The NSW Government Procurement policy and code are available from the NSW Department of Commerce and can be viewed and downloaded from [Department of Commerce Government Guidelines: Goods & Services Procurement Publication](#)

“Conforming Tender” means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions contained in Part B, and
- (d) conforms to all of the other stated requirements of this RFT.

“Contractor” means the tenderer as a party to the proposed Contract.

“HABS” means the Heritage and Building Services Group, a division of the Dept of Commerce.

“Hazardous Substances” means a substance that is listed in the document entitled “List of Designated Hazardous Substances” published by Worksafe Australia; or a substance that fits the criteria for a hazardous substance set out in the document entitled “Approved Criteria for Classifying Hazardous Substances” published by Worksafe Australia. Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are recognised as hazardous substances. Other substances in certain situations are also considered hazardous and therefore require controlled handling. Examples are glues, solvents, cleaning agents, paints, and water treatment chemicals.

“Late Tender” means a Tender received after the Closing Date and Time for tenders and includes a Tender which is only partly received by the Closing Date and Time.

“Non-Conforming Tender” means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms of the agreement in Part B, including a Tender which seeks to qualify or amend these terms, or
- (d) does not conform to any of the other stated requirements of this RFT.

“Normal Hours” means work performed between the hours of 7 a.m. and 5 p.m. Monday to Friday except for public holidays.

“OHS&R” means occupational health, safety and rehabilitation.

“Outside Normal Hours” times other than “Normal Hours”.

“Price Schedule” means the list of Services offered by the tenderer, together with the corresponding pricing information.

“Principal” means Heritage and Building Services (HABS), NSW Department of Commerce.

“RFT” means this Request for Tender.

“Service” means the services sought under this RFT.

“NSW Procurement - Contracting Services” means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“Tender” means the offer to supply the Services submitted in response to the RFT.

“Tender Price” means the price nominated in the relevant Price Schedule for that Service.

2. OUTLINE DESCRIPTION OF THE REQUIREMENT

2.1 Background

- 2.1.1 Heritage and Building Services (HABS) is a division of Department of Commerce, which provides a range of building services to NSW Government Departments from minor to mid range projects.

2.2 Scope of Requirement

- 2.2.1 This Request for Tender (RFT) is for the provision of plumbing and/or electrical services.

- 2.2.2 The Plumbing Services covered under this Request for Tender include, but are not limited to:

- Portable water supply repairs and installations,
- Septic and sewerage drainage repairs and replacement,
- Gas supply and reticulation, irrigation,
- Roof gutter and downpipe repairs and replacements.
- Rain water tank supply & installations.
- Stormwater repairs & replacements, and
- Hot water repairs & replacements including temperature control certification.

The Electrical Services covered under this Request for Tender include, but are not limited to:

- Repairs and replacement to lights & light fittings
- Repairs and replacement to Electrical distribution Boards

- 2.2.3 The services required are to be provided throughout the metropolitan region of Sydney, and Newcastle/Lake Macquarie area.

- 2.2.4 Successful tenderers must be prepared to provide HABS with an acceptable Work Safety Management Plan as soon as possible and within 14 days of Contract award.

Note: work will not be allocated to successful tenderers until such time as the Work Safety Management Plan is approved by HABS.

2.3 Selection of Contractors

- 2.3.1 HABS intends to appoint a pre-qualified panel of several contractors. The work will be allocated as and when required.

- 2.3.2 All contractors on the panel will be approached to provide lump sum quotes on a particular scope of work as and when required.

- 2.3.3 Office of NSW Procurement reserves the right to negotiate reduction in tendered rates to achieve the minimal panel requirements.

- 2.3.4 The Principal reserves the right to include additional contractors during the term of the contract.

2.4 The Tender Process

- 2.4.1 HABS has retained the services of NSW Procurement - Contracting Services, a division of Department of Commerce representing the State Contract Control Board, to conduct the Tender Process

3. SUMMARY INFORMATION FOR TENDERERS

3.1 Structure of Request for Tender

3.1.1 This RFT is made up of Parts A to C. If submitting a Tender, retain Parts A and B. The completed Part C forms the Tender.

3.1.2 Part C must be submitted in accordance with the instructions in this Part A.

3.2 Contact Officer

3.2.1 Requests for information concerning this invitation to tender are to be directed to the Contractual and Technical contacts nominated on the cover of this Tender.

3.2.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer.

3.3 Nature of Contract

3.3.1 The requirement is to be met by a Contract between the Principal and the successful tenderer(s) on the terms and conditions of Part B. ***Note: if you nominate at Part C that you comply with the Conditions of Contract (Part B), then the stated Conditions of Contract at Part B will not be subject to any negotiation should your tender be successful.*** The Contract shall not prevent the Principal from also obtaining any Services to meet its Requirement or in connection with its Requirement from persons other than the successful tenderer(s).

3.3.2 The Contract will be for a term of two years from date of acceptance and may be extended by three further terms, each of one-year duration. Any such extension shall be solely at the discretion of the Principal.

3.4 Eligibility to Tender

3.4.1 Tenders must be submitted by a legal entity or, if a joint Tender, by legal entities, with the capacity to contract. The Board will only enter a deed of agreement with the relevant legal entity or entities.

3.4.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If Tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

3.4.3 The Board reserves the right to reject any Tender if the Board judges the tenderer not to have appropriate financial assets.

3.4.4 If the Board judges the tenderer's financial position to be marginal, the Board reserves the right to make acceptance of any Tender conditional upon the tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Board.

3.4.5 Tenderers must read, understand and comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below. Tenderers must disclose any potential conflict of interests (including any relevant relationships) in the Tender Response.

The Board will consider any disclosure and will only enter a deed of agreement with tenderers that do not have improper conflict of interests. If the Board becomes aware of improper conflict of interests by a successful tenderer at the time a deed of agreement has already been executed then the Board reserves the right to terminate the agreement.

<http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm#commerce>

4. PREPARATION OF TENDER - GENERAL

4.1 Conformity of Tenders

- 4.1.1 The Board seeks conforming Tenders. Tenders that do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by the tender documents may be passed over.
- 4.1.2 Tenders that do not include a fully completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or, in the case of electronic tenders, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 4.1.3 The Board will consider Alternative Tenders, provided the Alternative Tender meets the scope and functional intent expressed in the RFT. Where such Alternative Tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it does not conform to the requirements of the RFT.

4.2 General Instructions for Completion of Tenders

- 4.2.1 All prices and other information provided by the tenderer in the tender must be by indelible means. All tenders and support material must be in the English language.
- 4.2.3 Tenderers must complete ALL of Part C of this RFT.

4.3 Addenda to this RFT Before Close of Tenders

- 4.3.1 A tenderer may ask the Contact Officer for clarification of anything in the RFT before the Closing Date and Time. The Board may issue any instruction resulting from such request in writing to all tenderers in the form of an Addendum.
- 4.3.2 If for any other reason the Board requires the RFT to be amended an Addendum will be issued.
- 4.3.3 In each case, an Addendum becomes part of the RFT.

5. PREPARATION OF TENDER - PRICE SCHEDULE

5.1 Price Schedule

- 5.1.1 Tenderers must complete the Price Schedule for all items at Part C.

5.2 Calculating the Tender Price

5.2.1 General

- 5.2.1.1 The Tender Rates must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the Contract including all normal tools of trade;
- (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders. ;
- (d) include all costs associated with the preparation and submission of the Tender;

5.3 Price Variation

Not used

5.4 GST Free or Input Taxed Supplies

- 5.4.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Contract. A tenderer that wishes to enter into a Voluntary Agreement for withholding Pay As You Go taxation must say so in the tender and provide the information required for the approved form of a Voluntary Agreement as required by the A New Tax System (Pay As You Go) Act 1999. The Lump Sum or Rates from tenderers not registered for GST, or who advise in their Tender that they wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation, will be weighted by a 10% loading in assessing tender price relativity.

5.5 Minimum Tender Validity Period

- 5.5.1 Tenders must remain open for acceptance for a period of at least six (6) months from the Closing Date and Time for Tenders. Tenderers must state in Part C (Schedule 3) if their Tenders will remain open for any longer period.

5.6 Pre-Tender briefing

- 5.6.1 A pre-tender briefing will be held on Wednesday, 6th September 2006 at NSW Department of Commerce, Training Room, 236 Richmond Road, Doonside at 10.30am.

6. PREPARATION OF TENDER – POLICY REQUIREMENTS

6.1 Procurement Policy – Introduction (core)

- 6.1.1 Tenderers should read the main policy documents listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to tenderers' attention in this clause 6. Their requirements are reflected in the selection criteria listed in **clause 8.2** and in the responses required from tenderers in **Part C**.

(a) Government Procurement Policy
www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf

(b) Government Code of Practice for Procurement:
www.treasury.nsw.gov.au/procurement/pdf/code_of_practice.pdf

6.1.2 Code of Practice for Procurement

(a) Tenderers must comply with the NSW Government Code of Practice for Procurement. The ability of a tenderer to demonstrate compliance with the Code is an essential condition of all Tenders.

(b) Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it is aware of the requirements of the Code, that the tenderer will comply with the Code and that the tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.

(c) If a tenderer has failed to comply with the Code, this failure will be taken into account by the Board when considering its tender or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights or action or remedies available to the Board.

6.2 Occupational Health Safety & Rehabilitation

- 6.2.1 Tenderers must comply with the following OHS&R requirements in the performance of any contract awarded:

- (a) The *Occupational Health and Safety Act 2000* (NSW) and any regulation made under this Act, including the OHS Regulation 2001,
- (b) Codes of Practice, approved and issued pursuant to the above Act and or regulations made under the Act, and

- (c) the NSW Government *OHS&R Management Systems Guidelines*, 4th Edition, November 2004 (*OHS&R Management System Guidelines*), and

6.2.2 Tenderers must ensure that the Tenderer's Sub-Contractors will comply with the OHS&R requirements listed in clause 6.2.1 in the performance of any contract awarded.

7. SUBMISSION OF TENDERS

NB: Tenders submitted in Hard Copy are to be submitted in DUPLICATE and marked "ORIGINAL" and "COPY 1".

7.1 General Instructions for Submission of Tenders

7.1.1 A Tender must be received by the Closing Date and Time.

7.1.2 Lodge the Tender (Part C) and other required information in a sealed envelope in the Tender Box, McKell Building, Level 3 (Ground Floor), NSW Department of Commerce, 2-24 Rawson Place, SYDNEY NSW 2000, or by facsimile 02 9372 8974, or by electronic tendering to the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce> by the closing date on Page 1.

A tenderer must not change pre-existing text in the RFT other than to insert the required information.

7.1.4 If a tenderer intends to submit electronically through the NSW Department of Commerce eTendering website, the tenderer must follow the instructions contained in the "Tenderer's Guide to Using eTenders" and "How to lodge a Response" found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce> These instructions include how to compress large tenders for electronic submission.

7.1.5 If a tenderer intends to submit electronically through the NSW Department of Commerce *eTendering website* or by facsimile, the tenderer must determine whether lodgement by such method is appropriate giving consideration to the following:

- (a) The facsimile machine and NSW Department of Commerce *eTendering website* are at peak use on the morning when Tenders close. As it may take longer to lodge a Tender near Closing Date and Time, it is recommended that a Tender be lodged well in advance of the Closing Date and Time.
- (b) The facsimile machine and the NSW Department of Commerce *eTendering website* may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering website* should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. In order to comply with this size, an electronic Tender may be supported by documents in hard copy or on CD-ROM.
- (c) Supporting documents, to be submitted in hard copy or on CD-ROM, may be specified as requirement throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures. Supporting documents should be clearly designated as "Supporting Documents to RFT 0600454."
- (d) If submitting an electronic tender with supporting documents, the complete Tender, including the supporting documents, must be submitted by Closing Date and Time, and

7.1.6 Electronically lodged tenders:

- will be treated in accordance with the NSW Electronic Transactions Act 2000, and given no lesser level of confidentiality, probity and attention than tenders lodged by other means.
- must not include any macros, applets, or executable code or executable files in tenders, unless required to by this invitation to tender. Tenderers should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- must be lodged in a file format that can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by this invitation to tender. Any CAD files submitted with an

electronically lodged tender must be in DWF, DWG, or DXF format and must be able to display and print in Microstation Version 4.

- do not require signatures, however tenderers must ensure that electronically submitted tenders are authorised by the person or persons who may do so on behalf of the tenderer.
- is taken that the tenderer has accepted conditions shown on the Department of Commerce *eTendering website*.

7.1.7 A tenderer is strongly encouraged, although not required, to lodge its Tender electronically through the Department of Commerce *eTendering website*. A tender submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000 (NSW)*, and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.

7.1.8 If a tenderer experiences any persistent difficulty with the Department of Commerce *eTendering website* in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer, and to note there are usually alternative Tender lodgement methods described in the RFT.

7.2 Late Tenders

7.2.1 Late Tenders will not be considered except when the Board is satisfied that the integrity and competitiveness of the tendering process will not be compromised.

7.3 Extension of the Closing Date and Time

7.3.1 The Board may, in its discretion, extend the Closing Date and Time.

8. EVALUATION OF TENDERS

8.1 General

8.1.1 The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by the tender documents may be passed over.

8.2 Selection Criteria

8.2.1 The selection criteria to be used in the evaluation of tenders is outlined below. The criteria are not in any particular order and are not necessarily exhaustive or to be given equal weight.

1. Tendered rates.
2. Experience in Delivering a similar service
3. Tenderer's capacity, resources and qualifications.
4. Compliance with tender requirements including contract terms and conditions.
5. OHS&R consideration including compliance and previous record.
6. Standard of previous work and quality of references.

8.2.2 Many factors will contribute to the assessment of the tender. Information supplied in response to the various sections of the tender will be taken into consideration.

8.2.3 The Evaluation Committee reserves the right to consult nominated referees and appropriate authorities and to inspect previous works undertaken by the tenderer to satisfy itself as to the suitability of the tenderer.

8.2.4 Tenderers must provide with their tender a statement of compliance in respect of Parts A and B of this document. Refer Part C Schedule 2.4.

8.2.5 The Principal may consider alternative tenders, provided the alternative tender meets the scope and functional intent expressed in the tender document. Where such alternative tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it differs from the detailed requirements of the tender documents. Alternative tenders will not be considered unless the tenderer has submitted a conforming tender.

8.3 Exchange of Information Between Government Agencies

- 8.3.1. By tendering for this Contract, the tenderer authorises the Board to collect, or exchange with other public bodies, information and opinions about the tenderer's performance or financial position (that may identify the tenderer by name) for any purpose related to the performance by the tenderer of NSW public sector contracts. In particular, any such information and opinions about the tenderer may be used in considering whether to offer the tenderer opportunities for NSW public sector work.
- 8.3.2 The tenderer agrees that it will make no claim against the State, the Board, the Principal, or any other NSW public body in respect of information or opinions about the tenderer collected, exchanged and used for the above-stated purposes. The tenderer may have rights under the *Freedom of Information Act 1989* to access, and to require the correction of, information held by certain agencies.
- 8.3.3 The tenderer agrees that information which may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a Tender will be an authorisation by the tenderer to the Board to collect such information from third parties in accordance with this clause.

8.4 Corrupt or Unethical Conduct

- 8.4.1 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:
- (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Board, Customer or the NSW Government in connection with this RFT or the submitted Tender;
 - (b) committed corrupt conduct in accordance with the provisions of the Independent Commission Against Corruption Act 1988, or
 - (c) a record or alleged record of unethical behaviour,
 - (d) not complied with the requirements of Commerce Business Ethics Statement.

this may result in the Tender not receiving further consideration.

- 8.4.2 The Board is under no obligation to do so, but may in its discretion invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

9. OUTCOMES

9.1 Acceptance

- 9.1.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with this Part A, any Alternative Tender or other Non-Conforming Tender. The Board is not bound to accept the lowest or any Tender.
- 9.1.2 The Board will accept a Tender by letter of acceptance or by execution of a formal agreement, at the Board's discretion. No Tender may be verbally accepted.

9.2 Complaints

- 9.2.1 It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the conditions in Part B or the Requirement, it is invited to write to:

State Contracts Control Board
Level 23, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

9.3 Disclosure of Information Concerning Successful and Unsuccessful Tenders

- 9.3.1 Details of any contract awarded as a result of this tender may be disclosed in accordance with NSW Government policy. Information that may be disclosed includes details of the contract, the identity of the successful tenderer, the price payable under the contract, significant evaluation criteria, and provisions for re-negotiation (where applicable). Further details of this policy may be obtained from the Principal.

9.4 Ownership of Tenders

- 9.4.1 All Tenders become the property of the Board on submission and the Board may make copies of the Tenders for any purpose related to this RFT.



NSW Procurement - Contracting Services is a Business Unit of the NSW Department of Commerce

**NSW Procurement - Contracting Services invites this tender for and on behalf of, the
NSW Government State Contracts Control Board**

PART B – CONDITIONS OF CONTRACT

Contract No. 0601510

**PROVISION OF PLUMBING AND/OR ELECTRICAL
SERVICES**

ON BEHALF OF HERITAGE AND BUILDING SERVICES

**PERIOD: 2 YEARS FROM DATE OF ACCEPTANCE
PLUS 3 X 1 YEAR EXTENSION OPTIONS**

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CONDITIONS OF CONTRACT

1 Interpretations

1.1 Definitions

“Business Day” means any calendar day other than a Saturday, Sunday, public holiday; or 27, 28, 29, 30 or 31 December.

“Contract” means this Contract concluded between the Principal and the Contractor, including all special conditions, specifications, schedules and other documents incorporating and forming part of the Contract.

“Contract Rate” means the rate payable by the Principal to the Contractor for Service under the Contract, as detailed in the Price Schedule at Part C.

“Contractor” means the organisation or individual who by the Contract undertakes to provide the Service required by the Contract and, where the Contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners as the case may be and the expression shall also include any person to whom the benefit may be assigned by the Contractor with the consent of the Principal.

“HABS” means Heritage and Building Services, a business unit of the Department of Commerce.

“Normal Hours” means any time between 7.00 am and 3.30 pm Monday to Friday inclusive, but excluding public holidays;

“Order” means a written request by HABS for the provision of Services under the Contract.

“Ordering Officer” means a representative of HABS, who from time to time places orders under this contract.

“Parties” means the Principal and the Contractor.

“Price” means the price payable for each Service as set out in the Price Schedule.

“Price Schedule” means the Price Schedule at Part C of the Tender.

“Principal” means the NSW Department of Commerce, Heritage and Building Services for and on behalf of the Crown in right of the State of New South Wales who will be a party to the Contract.

“Schedule” means a schedule to this Contract.

“Service” means the services to be supplied by the Contractor in accordance with this Contract and as detailed in the Price Schedule.

“Site” The lands and other places made available to the Contractor by the Principal for the purpose of the Contract.

“State of New South Wales” means the Crown in right of the State of New South Wales.

“Statutory Requirements” means the laws relating to the performance of this Contract or the lawful requirements of any authority with respect to the performance of this Contract.

“Substantial Breach” means a substantial breach of a term of this Contract by the Contractor and includes, but not limited to, any breach of the following clauses (which will be taken in each case to be a substantial breach of this Contract):

- (a) Clause 13 (Licences)
- (b) Clause 41 (Insurance)
- (c) Clause 45 (No assignment of novation)

“Term” means the period of this Contract, set out in clause 2.

“Works” means the whole of the work to be carried out and materials and services to be provided under the Contract.

1.2 Schedule of Rates Definitions	<p>“Rates” the ordering officer reserves the right to nominate the number of intermediate and Basic certificated tradesmen on log books on any project.</p> <p>“Rates for outside normal hours” this is a rate for the extension of the normal working day before or after normal hours not as a callout or minimum.</p> <p>“Additional design and documentation” design drawings and documentation required to be submitted to council for approval.</p> <p>“Supply of all additional materials” – Relates to incidental items required to complete the work</p>
1.3 Rules for interpreting this Contract	<p>Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.</p> <p>A reference to:</p> <ul style="list-style-type: none">(a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;(b) a document or Contract, or a provision of a document or Contract, is a reference to that document, Contract or provision as amended, supplemented, replaced or novated;(c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;(d) anything (including a right, obligation or concept) includes each part of it. <p>If this Contract expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.</p> <p>A singular word includes the plural, and vice versa.</p> <p>A word that suggests one gender includes the other genders.</p> <p>If a word is defined, another part of speech of that word has a corresponding meaning.</p> <p>The Parties may undertake business by the electronic exchange of information and the provisions of this Contract will be interpreted to give effect to undertaking business in this manner.</p>
1.4 Nature of Contract	<p>This Contract describes the terms and conditions of the standing offer between the Principal and the Contractor.</p>
2 Term of Contract	<p>The Contract shall operate for the term two (2) years from date of acceptance with three (3) x one (1) year extension options.</p> <p>The Contractor in accordance with the Contract's terms and conditions shall fulfil all orders placed during the term of the Contract.</p>
3 Services to Be Supplied	<p>The Contractor acknowledges that the Contract constitutes a standing offer for the supply of only such Services as may be ordered from time to time during the currency of the Contract and neither the Government nor the Principal nor any Officer shall be bound expressly or impliedly to order from the Contractor any quantity of Services during the period of the Contract.</p> <p>The Contractor acknowledges that the Principal will appoint co-Contractors in respect of the Service and that where co-Contractors are appointed the Contractor shall take no objection to such appointment.</p> <p>The Department of Commerce does not guarantee contractors any work throughout the duration of the Contract.</p>
4 Scope of Work	<p>This Contract covers the provision of plumbing and/or electrical services that will from time to time be ordered by HABS.</p> <p>Prior to the placement of any order under this contract an Ordering Officer will require the Contractor to prepare a quotation for the completion of the Works. This quotation is to be based</p>

on the work to be performed and the schedule of rates as detailed in the Price Schedule. HABS reserves the right to obtain quotations from more than one Contractor.

The Contractor agrees that each time HABS places an Order a separate contract is formed on the date of receipt of the Order by the Contractor. Orders may include special conditions particular to the site and work to be performed.

- | | |
|---|--|
| 5 Price Basis | Not used |
| 6 Government Taxes, Duties and Charges | All taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of the Contract shall be borne by the Contractor. |
| 7 Contractor's Personnel | <p>The Contractor is to take responsibility for the suitability of all workers and Subcontractors on site, set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action including removal from site if so warranted or directed by the Principal's Representative.</p> <p>The Contractor shall ensure that all persons who are performing duties under this Contract:</p> <ul style="list-style-type: none">(a) are persons of good fame and character;(b) are properly qualified, trained, competent and experienced for the tasks they are required to perform,(c) have undertaken and can display evidence of attending an OH&S Industry Induction training for employees and/or Line Managers course for supervisors,(d) will act, in all circumstances, in a fit and proper manner. |
| 8 The Contractor's On-costs | The Principal will not be liable for any of the Contractor's employee "on-costs", including wages, salaries, holiday pay or allowances, sick pay, Workers' Compensation, or any tax or levy voluntarily undertaken by or imposed (either by statute or otherwise) on the Contractor. |
| 9 Payment of Wages and Allowances | <p>The Contractor shall ensure that all persons employed by it in or in connection with the Service are paid wages and allowances of every kind required to be paid by or under any relevant award, determination or order of the State or Territory in which the Service are being provided or by or under any industrial agreement that is in force in the State or Territory of the Commonwealth in which the Service are being provided and that all such persons are employed under the conditions contained in any such award, judgement, order or industrial agreement.</p> <p>It shall be a precondition, notwithstanding any other provision of this Contract, to the obligation to pay any monies due to the Contractor that wherever requested by the Principal, the Contractor shall give the Principal a statutory declaration as per Schedule 2 Part B3 to the effect that no wages are due and owing by the Contractor in respect of work undertaken pursuant to this Contract.</p> |
| 10 Standards of Behaviour | The Contractor must comply with the NSW Government Code of Practice for Procurement dated 1 July 2004 for the duration of the Contract. |
| 11 Trade Qualifications | <p>All work shall be carried out by persons fully qualified and trained for the particular work or service required.</p> <p>Trainees, assistance and labourers are to be under the supervision of a qualified person, where appropriate.</p> |

**12 Occupational
Health, Safety
&
Rehabilitation**

- 14.1 The Contractor must comply with the following OHS&R requirements in the performance of any contract awarded:
- (a) The *Occupational Health and Safety Act 2000* (NSW) and any regulation made under this Act, including the OHS Regulation 2001,
 - (b) Codes of Practice, approved and issued pursuant to the above Act and or regulations made under the Act, and
 - (c) The NSW Government *OHS&R Management Systems Guidelines*, 4th Edition, June 2004 (*OHS&R Management System Guidelines*), and
- 14.2 The Contractor must ensure that the Contractor's Sub-Contractors comply with the OHS&R requirements listed in clause 12.1 in the performance of any contract awarded.

Contract and Statutory Requirements

For the purposes of this Contract the principal contractor shall be the Department of Commerce Heritage and Building Services (HABS). HABS shall be the controller of the work site for the Works being carried out by the Contractor on behalf of the Principal and shall exercise such authority and control as is necessary to enable the Principal Contractor to discharge the responsibilities imposed on a principal contractor and controller by the NSW OHS Regulation 2001.

Although HABS shall be the principal contractor, the Contractor must document, implement and maintain client specific Occupational Health & Safety (OHS) management plans with Safe Work Method Statements that cover all the health and safety risks associated with carrying out the Works. The plans and a sample Safe Work Method Statement must be prepared by the Contractor with and covering, subcontractors and together with the Check List Safety Management Plan (**Part C schedule 4**) and the Review Check List Safe Work Method Statement (**Part C schedule 5**), be submitted to HABS within 14 days of Contract acceptance and prior to commencing related work under the contract. The Contractor shall not be allocated nor commence work until complying documents are submitted and approved by HABS.

Failure to obtain HABS approval to the Safety Management Plan and Safe Working Method Statements within 3 months of commencement of the contract will result in termination of the contract.

The requirements of this clause are in addition to, but not in substitution for, any statutory requirements and do not limit the powers of the Principal or the responsibilities of the Contractor.

Safe Work Method Statements

Prepare and implement Safe Work Method Statements in accordance with the *OHS&R Management System Guidelines* for all work activities under the contract.

Prepare a Safe Work Method Statement for each job and submit it to HABS prior to commencing work. Work on site is not to proceed without authorisation by HABS.

The client specific safety management plan, modified as necessary for each particular site, must be submitted with the Safe Working Method Statement.

Guidance on Preparation of Plans and Safe Work Method Statements

Guidance on Safety Management Plans and Safe Work Method Statements is extracted from the *OHS&R System Management Guidelines*. These are contained in NSW Government *How to prepare Site-Specific Safety Management Plans and Safe Work Method Statements*, which is available from the Construction Policy Steering Committee internet web site at: www.cpssc.nsw.gov.au

Site Safety Rules

It is a condition of entry to the site that all employees and visitors comply with the following:

- **All Employees** are required to work in a safe manner and implement all site safety rules.
- **Emergency/Evacuation** staff, contractors and all people visiting the site are to be made aware of the emergency procedures at the applicable workplace.
- **Site Induction** all persons working on the site must first attend the construction industry OHS&R safety training and site safety induction before commencing work. Visitors must undergo a site safety induction.

- **Safety Helmets** must be worn by all supervisors, employees and visitors in the building and construction area at all times. Safety Helmets must comply with AS1801.
- **Safety Footwear** must be worn at all times by all supervisors, employees, and visitors in the building and construction area. The footwear must comply with AS 2210.
- **Personal Protective Equipment (PPE)** such as safety eye protection, hearing protection, safety gloves and masks etc, must be worn eg: when welding, drilling and on all other tasks with similar risks.
- **Alcohol and Drugs** the consumption of alcohol and illegal drugs on any site during work hours is prohibited.
- **Accidents/First Aid** all injuries, dangerous occurrences, near misses or hazards shall be reported immediately to the Principal's Representative. Injuries are also to be reported to the First Aid Officer on site and treatment recorded including persons name and nature of injury.
- **Fire Prevention** must be employed by all persons. Employees shall familiarise themselves with the location and use of fire extinguishers. An appropriate fire extinguisher must be on hand as required.
- **Tidiness** all work areas, walkways and amenities are to be kept clean and tidy, and rubbish and other hazards are to be removed promptly.
- **Working at Heights** above 2 metres must be in accordance with OH&S Act and Regulations.
- **Scaffolds** All scaffolds must comply with AS4576. Where persons or objects can fall more than 4 metres a certified scaffolder to comply with OH&S Act and Regulation requirements must erect the scaffold.
- **Chemicals and Hazardous Substances** must be used and stored in compliance with Material Safety Data Sheets (MSDS) and safe work procedures in accordance with Hazardous Substance regulation. All hazardous substances must be recorded on the hazardous substances register and risks assessed. If any hazardous substance not specified on the register is discovered on the Site the Contractor must suspend all work which may result in exposure to such hazardous substance and notify the Principal's Representative immediately of the type of substance and its location.

Note: Glass containers of any kind are not allowed on the site, other than in lunchrooms.

- **Excavations** must be fenced or "Parra webbed", signed, back filled, benched or battered to prevent collapsing or persons falling.
- **Hazardous Areas** must be defined with appropriate "Parra Webbing" / fencing and signage.
- **Electrical Equipment/ Work installations** must comply with the Code of Practice - Electrical Practices for Construction Work and AS3000 OH&S Act and Regulation requirements. Portable power tools must be tested and tagged monthly. The maximum length of any power lead shall not exceed 30 metres
- **Plant and Equipment** being operated must comply with OH&S Act and Regulation requirements.
- **Directing Plant & Vehicles** - keep clear of heavy vehicles unless directing. Only direct vehicles in full view of operator (never stand behind vehicle). Heavy plant vehicles must be fitted with rotating yellow/orange lights and audible reversing devices. Ensure school children and others are relocated or isolated. Orange vests are to be worn at all times whilst directing heavy plant or controlling traffic.
- **Working at Schools** - all persons working on or visiting a school site must sign in the logbook in the school administration office and have read the Dept of Education and Training Code of Practice.
- **ID tags** – staff and contractors must wear their ID tag at all times.
- **Tool Box Meeting** - all Supervisors will conduct regular minuted meetings to discuss site risks, health, safety and other matters.
- **Supervision** - Adequate supervision is to be provided for employees. Prior to the commencing of work all employees are to be inducted onto the site.
- **Preventing Public Access**, fencing and security measures must be used to prevent unauthorised access by the public to the construction area.
- **Risk Assessment** - a risk assessment shall be undertaken and Safe Work Method Statement(s) prepared (safety and environmental risks to be included) prior to work

commencing on site.

- **Contractors** – supervisors engaging contractors must ensure they are complying with relevant legislation, regulations, codes of practice and business requirements.
- **Smoking** – this is prohibited on site at all times. There are no exceptions.

Environmental Site Rules

It is a condition of entry to the site that all employees and visitors comply with the following:

- All persons working at the site shall meet the requirements of environmental legislation, regulations, standards and codes
- Liaise with the Client and neighbouring community if significant environmental hazards are identified relating to work at the site
- The client waste bin is not to be used by staff of the contractor to store waste. Waste is to be recycled if possible.
- When relevant, implement work methods that protect waterways during the course of works eg. intercept minor storm run off from work sites involving earthworks with silt-stop fencing or similar.
- Contain dust and other particles in accordance with relevant statutory requirements, standards, codes and guidelines
- Use plant and equipment that minimise noise and air pollution.

Serious Accident and Dangerous Occurrence Reports

Immediately notify WorkCover and the Ordering Officer of any serious accident or dangerous occurrence. Then formally notify WorkCover in accordance with the Occupational Health and Safety Act (Notification of Accidents) Regulation, 1990, using the prescribed form, and immediately supply an additional copy to the Principal's Representative.

Prohibition and Improvement Notices (PIN's) and On-The-Spot Fines

Immediately notify the Principal's Representative of any PIN or on-the-spot fine issued by WorkCover Authority. Provide the Principal's Representative with a copy of the PIN or fine notice and written details of the corrective action taken by the Contractor to rectify the OHS&R non-conformance and to prevent recurrence.

Audit

Make available, on request, all relevant OHS&R records including those of subcontractors and suppliers, for the purpose of audit and surveillance. Provide all reasonable assistance during the audits including attendance by the Contractor.

Failure to Comply

If at any time it comes to attention of HABS that the Contractor has not carried out its obligations under this Clause 12, no payment shall be due to the Contractor until after the required action has been carried out.

13 Licences

Where required under the legislation, all persons performing The Works under this Contract are required to hold a current licence. Details of licences, permits or certificates, as may be required to carry out any portion of the works, are to be clearly shown on the Safe Work method Statement.

14 Site and Possession

The Principal is to give the Contractor sufficient possession to allow the Contractor to perform the Works but is not required to give the Contractor sole or uninterrupted possession of or access to the site.

The Contractor is to begin work on the site as soon as practicable.

The Contractor is to give the Ordering Officer, agents and contractors reasonable access to the site for any purpose

15 Care of the Works and Other Property

From and including the date the site is made available to the Contractor to the date of completion of the Works, the Contractor is responsible for the care of the Works.

The Contractor is to make good at the Contractor's expense any damage which occurs to the Site and Works while responsible for their care

The Contractor is also liable for damage caused by the Contractor during the Defects Liability Period

The Contractor is to indemnify and keep the Principal indemnified against any loss or damage to the property of the Principal (including existing property in about or adjacent to the Works) and against any legal liability for injury, death or damage to property of others arising from the

performance of the Works.

Nothing in this Clause 15 relieves the Principal from liability for the Principal's own default and defaults of others for whom the Principal is liable.

**16 Payment of
Accounts**

Claims for Payment

Claims for each completed Order, are to be submitted within 30 days from the completion date to Ordering Officer for assessment and payment.

The Contractor shall submit with its claim the schedule rate item, the unit rate, the number of units and total line item cost. All claims shall be GST inclusive.

Payment will generally be within 28 days from receipt of a correctly rendered invoice, however for larger projects progress payments may be negotiated.

**17 Tools or Plant
Required to
Complete the
Works**

The schedule of rates detailed in the Price Schedule includes the provision of all normal trade tools, plant and equipment necessary to complete the Works.

Materials, Specialist Subcontract or Special Hire Costs Mark Up

The Principal may pay an accepted percentage mark up on the cost of Materials, Specialist Subcontracts (not included in the Contractor's Contract) or the cost of approved Hiring special tools or plant used for the works.

Personnel associated with the wet hire, erection, relocation, removal or any other activities associated with the hire are to be included in hire costs. If required by the Ordering Officer all personnel on site are to be noted on the Service Report(s) / Day Docket(s) for that job.

**18 Service Reports
/ Day Dockets**

All work shall be accompanied by Service Reports / Day Dockets the information will contain all personnel working on the site each day by hours and any material used on site and are to be signed off by the Principals Representative.

**19 Quotations at
Rates**

Quotations at rates for work are to be submitted when requested by the Principal's Representative, activities related to the provision of quotations are not chargeable under this Contract.

When quotations are requested, a full Scope of Works is to be provided by the Principal's Representative, the quotation is to be made up with a break up of labour and material schedule rate items with a total cost to complete the works. All costs are to be GST inclusive. Quotations are to be submitted within 5 working days from the request. Additional work requested by the Principals Representative will be at labour and material schedule of rates.

All quotations are to be submitted in type print format. Hand written quotations will not be accepted.

When a quotation for work is accepted the works shall be deemed to form part of this Contract.

The Contractor is to complete the work as soon as possible after receiving approval from the Principal's Representative and provide Service Reports / Day dockets for all work.

**20 Ecological
Sustainable
Development**

Restricted Timbers

Contractors shall not use the following timbers or their products for work under the Contract:

- rainforest timbers, unless certification is provided that they are plantation grown;
- timber from Australian high conservation forests.

21 Waste Management	<p>Requirement</p> <p>Contractors shall Implement waste management measures.</p> <p>Recycle and divert from landfill surplus soil, rock and other excavated or demolition materials, wherever this is practical. Also separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics and offer them for <u>RECYCLING WHERE PRACTICAL</u>.</p> <p>Dockets will be required to substantiate tipping was conducted in accordance with this clause 19.</p> <p>Monitoring</p> <p>Monitor waste volumes and record their method and location of disposal and whether or not that location was a place that could lawfully be used as a waste facility for that waste. Submit to the Ordering Officer when requested, a progress report, and a summary report, on the implementation of waste management measures, including the record of waste volumes and their method and location of disposal.</p> <p>Report immediately to the Ordering Officer the details of any waste from the site, which has been conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.</p>
22 Application of Hourly Rates	Not used
23 Standards	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 Building Code of Australia, which shall be the one current at the date of completion of the Works.
24 Determination of Normal Hours and Outside Normal Hours	<p>Normal Hours</p> <p>“Normal Hours” referred to in the Contract, is for work performed between the hours of 7 a.m. and 3.30 p.m. Monday to Friday inclusive of rostered days, but excluding public holidays.</p> <p>Rostered days off for staff are to be flexible to ensure that adequate staff is available to provide a complete service.</p> <p>Outside Normal Hours</p> <p>“Outside Normal Hours” referred to in the Contract, is for work performed at times other than “Normal Hours” that are an extension of the normal hours time band width, Saturdays, Sundays and public Holidays.</p>
25 Prohibition on Smoking	Smoking is not permitted on any site.
26 Equipment List	Not used
27 Register of Contractor's Personnel	<p>The Contractor is to maintain a register of all personnel who will carry out any part of the Works</p> <p>The register is to be maintained regularly to keep it up to date and is to be submitted for inspection by the Ordering Officer at 3 monthly intervals as advised by HABS.</p> <p>The names and identification numbers of each employee are to be included on the service reports / Day Dockets when submitted to the Ordering Officer.</p> <p>The register is to include but not be limited to:</p> <ul style="list-style-type: none">• All details about the employee ID Card etc• Date when persons were issued with photo identification cards.• Date identification cards returned.• Date Induction Session (in accordance with clause 24) was conducted and lists those in attendance.• Material presented at the induction session• Specific job training undertaken during the term of the contract

	Dates and certificates awarded at all induction courses attended as required by Statutory regulations or site-specific requirements (e.g. Code of Conduct when working in facilities used by children).
28 Materials to Complete the Works	Not used
29 Induction of Contractor's Personnel	<p>The Contractor is to induct all personnel involved in the Works in all aspects of the Contract.</p> <p>The induction of personnel is to include but not be limited to;</p> <ul style="list-style-type: none">• Operation of the Contract• Occupational Health and Safety and site evacuations/emergency procedures• Site Access and Responsibilities, site risks, hazards, access and responsibilities• Code of Conduct when working in facilities used by children• Wearing of Identification Cards
30 Photographic Identification on Cards	<p>The Contractor is to provide all staff, employees and Subcontractor's staff attending all sites with an identification card as authorisation to carry out work on the Contractor's behalf.</p> <p>This must take the form of a HABS Identification Card including the authorised person's name and photograph. Special application for access to a specific site may be granted at the option of the Contact on Site in case of extenuating circumstances.</p> <p>Staff must wear their identification card in a prominent easily seen position on their person at all times.</p> <p>Staff must present this card on request from the Ordering Officer, the Client's Representative, School Staff, Police or Security Patrol Officers.</p> <p>By obtaining this card the Contractor is declaring that the cardholder has completed an induction into the Code for working on or near facilities used by Children.</p> <p>Refer Form A – DEPARTMENT OF COMMERCE CODE FOR WORKING ON OR NEAR DET, DOCS, JUVENILE JUSTICE, SPORT & RECREATION AND OTHER FACILITIES OCCUPIED OR USED BY CHILDREN.</p> <p>Refer Form B – Prohibited Employment Declaration verifying that the employee has read and understood the information in relation to the Child Protection (Prohibited Employment) Act 1998.</p> <p>Refer Form C – Working with Children Check Employment Screening Consent Form to be completed by the employee who's name is to be submitted for Employment Screening as part of the Working With Children Check.</p> <p>Identification cards are to be obtained from HABS.</p> <p>Cards can be obtained at a nominal cost by completing an application form, attaching the payment and forwarding to the nominated location. Cards specific to this Contract shall be provided to successful tenderers upon submission of the fully completed application form. Sample application form is attached – Refer Schedule 1.</p> <p>Cards issued will expire at the nominated completion of the Contract period.</p> <p>Ensure all Identification Cards are registered and monitored and that cards for persons no longer authorised are returned immediately to HABS. Submit a copy of the register to the Principal's Representative when requested.</p>
31 Temporary Services Required by the Principal	<p>The Contractor may use, free of charge, water and electricity from the existing outlets within the premises, subject to the use of those services not disrupting the normal operation of the premises in any way, not causing any associated problems such as overloading and not being abused or misused. Generally, only single-phase power is available.</p> <p>Liaise with the Client's Representative before connecting to any such service to ensure that no disruption occurs and to ensure that access to them does not adversely impact on other aspects of the premises such as safety, security, free movement of staff etc.</p> <p>The Contractor must satisfy himself that the existing water and electrical services meet it's needs and, where required, supplement them from other sources.</p>

32 Interruption to Services	Where there is a possibility of interruption to any service, the Ordering Officer is to be notified of the time and likely duration of the disruption to normal services.
33 Protection of Existing Flora	Protect from all damage all trees and other plants that are shown or specified to be retained, or which are beyond the limits allowed to the Contractor or which need not be removed or damaged for maintenance or construction operations. All grassed areas to be fully restored to levels and growth as existing.
34 Site Access and Limitations	<p>General</p> <p>As far as practicable, use existing roads and tracks. If access is gained from an adjacent property, obtain the written permission of the owner.</p> <p>Install temporary barricades fences, gates, signs, temporary access bridges, lighting, etc. necessary for the safety of workers, staff, occupants of the premises and the general public at all times. Maintain such devices for the full duration of the Works.</p> <p>Compliance with Department of Commerce Code when Working in Facilities Occupied or Used by Children is mandatory.</p> <p>Contractors and Subcontractors are to abide by the Department of Commerce Code for Working on or near DSE, DOCS, Juvenile Justice, Sport & Recreation and other Facilities Occupied or Used by Children – refer Form A.</p> <p>The Code states “All persons must read and certify that they have read and understood the code before commencing work and/or entering premises used by children.”</p> <p>The Contractor is to ensure all persons who are performing duties under this Contract have read the code and certified their understanding of the requirements contained in the code and have agreed to abide by the code.</p> <p>A register of all personnel who have agreed to abide by the code is to be maintained by the Contractor. Submit a copy of the register to the Principal’s Representative when requested.</p>
35 Sites with Heritage Significance	<p>Contractors should be aware that sites can have heritage significance that can extend to and include fences, walls, trees, paving, etc, NOT JUST BUILDINGS.</p> <p>The Contractor must ensure that all of their staff and Subcontractor’s staff are aware that some sites or parts of sites have been identified as having heritage significance. In such circumstances, take care to preserve the heritage.</p>
36 Advertising Signs and Sign Boards	The Contractor will not display or erect any advertising signs at any site without the written approval of the Ordering Officer.
37 Quality of Work	The Contractor is to supply materials (which are new, free from defects and suitable for the purpose and generally like for like unless directed otherwise) and use standards of workmanship and work methods which are in conformity with the Contract, the Building Code of Australia, relevant Australian Standards and all lawful requirements of Commonwealth and State legislation and subordinate regulations, ordinances, by laws, orders and proclamations.
38 Nominated Defects Liability Period	The Nominated defects liability period is 26 weeks from the time of completion of the job.
39 “Dial Before You Dig”	<p>39.1 Location of Existing Services – Dial Before You Dig</p> <p>Before commencing excavation the Contractor must obtain, from the Dial Before You Dig information service or all relevant public authorities or owners of underground services, written confirmation of the exact position of underground services at and around the Site, and verify and prominently mark the location of all underground services at the Site</p> <p>39.2 General Dealing with Existing Services</p> <p>Existing services (such as drains, watercourses, public utility, telecommunications, and other services) obstructing the Works or if damaged in the course of the Contract, must be dealt with as follows:</p> <ul style="list-style-type: none">• if the service is to be continued: repair, divert, relocate as required;• if the service is to be abandoned: cut and seal or disconnect and make safe as required

39.3 Notification

Notify the Principal immediately upon the discovery of services obstructing the Works not shown in the Principal's Documents.

40 Conflict of interests

The Contractor warrants that, to the best of its knowledge, no conflict of interest of the Contractor, its employees, agents or sub-Contractors exists or is likely to arise in the performance of its obligations under the Contract.

The Contractor must:

- (a) notify in writing, and consult with, the Principal immediately upon becoming aware of the existence, or possibility, of a conflict of interest; and
- (b) comply with any direction given by the Principal in relation to those circumstances designed to manage that conflict of interest.

For the purposes of this clause, a "conflict of interest" includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Contract.

The Principal may terminate the Contract if in its view a conflict of interest exists which prevents the proper performance of the Contract.

HABS will introduce Contractors to its clients for the purposes of completing works under the Contract. **Contractors shall not solicit for direct engagement from any HABS client.**

Contractors who solicit and as a result accept engagement directly from an HABS client may be in breach. The Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.

If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then the Principal may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract.

41 Insurance

The Contractor must ensure that, before commencing work under the Contract, the Contractor and every Subcontractor who is not taken to be a worker employed by the Contractor in accordance with the Workplace Injury Management and Workers Compensation Act 1998, holds any Workers' Compensation insurance required by law. Sole trader Contractors and sub-Contractors must hold Death and Personal Injury Insurance if they are not required by law to hold Workers' Compensation Insurance.

Before commencing work under the Contract, the Contractor must hold insurance covering the Contractor, Principal, and Subcontractors, and naming the Principal as an insured, for Public Liability to an amount not less than \$20,000,000 for any single occurrence.

- "Dial Before You Dig"

An additional insurance excess of \$200,000, payable by the contractor applies to damage to underground existing services where the contractor cannot show it has used "Dial Before You Dig" information services.

The Contractor must maintain all required insurance policies throughout the term of the Contract.

42 Non-conforming Work

The Principal may direct the Contractor to correct work that is not in accordance with the Contract, and the Contractor must correct that work within the time specified by the Principal. If the Contractor does not correct the non-conforming work within the time specified the Principal might have the work corrected by others. The Principal will assess the reasonable costs of having the non-conforming work corrected by others and the Contractor must pay the Principal those costs.

The Principal may accept work that is not in accordance with any order. The resulting reasonable increase or decrease in the value to the Principal of the Works and any other reasonable loss or detriment suffered by the Principal is to be assessed by the Principal and the amount paid to or deducted from the Contractor.

43 Entry to Official Establishments

All persons entering official establishments are required to be approved and conform to the regulations regarding security and discipline within the area as may be laid down by the Principal or authority concerned.

44 No Agency /No Employment/No

The Contractor agrees that the Contractor will not be taken to be, nor will it represent that it is, the employee, partner, officer and/or agent of the Government.

Partnership

- 45 No Assignment of Novation** The Contractor must not assign or novate this Contract without first obtaining the prior written consent of the Principal.
- The Contractor acknowledges that the Principal may make financial checks on the entity proposing to take over this Contract before determining whether or not to give consent to the assignment or novation.
- 46 Applicable Law** This Contract is governed by the laws of the State of New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the Commonwealth of Australia.
- 47 Exchange of Information Between Government Agencies** The Contractor authorises the Principal and its employees and agents to make available to NSW Government departments or agencies information concerning the Contractor, including any information provided by the Contractor to the Principal and any Information relating to the Contractor's performance under the Contract, or the Contractor's financial position.
- The Contractor acknowledges that Information about the Contractor from any source including any substantiated reports of unsatisfactory performance may be taken into account by NSW Government agencies in considering whether or not to offer the Contractor future opportunities for NSW Government work.
- The Principal regards that the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 22 of the Defamation Act 1974 (NSW).
- The Contractor releases and indemnifies the Principal and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information. Without limiting the above, the Contractor releases the Principal and the State of New South Wales from any claim it may have for any loss to the Contractor arising out of the provision of Information relating to the use of such Information by the recipient of the Information.
- 48 Disputes** If either party is dissatisfied with an act or omission of the other party in connection with the Contract, that party is to notify the Principal and the other party in writing of a dispute within 14 days of the act or omission. The notifying party is to provide particulars, including the factual and legal basis of any claimed entitlement. If the Contractor and the Principal have not resolved the dispute within 14 days after the notice providing particulars of the dispute, the parties may appoint an independent Expert to make a decision on the dispute.
- The parties are to share equally the Expert's fees and out-of-pocket expenses. Each party is to otherwise bear its own costs and share equally any other costs of the process.
- In making the decision, the Expert acts as an expert and not as an arbitrator and is:
1. not liable for acts, omissions or negligence;
 2. to make the decision on the basis of the written submissions from the parties and without formalities such as a hearing; and
 3. required within 35 days of appointment to give the decision in writing, with brief reasons, to each party.
- The expert's decision is binding unless it requires one party to pay the other an amount exceeding \$100,000 and within 14 days of receiving the decision, either party gives notice in writing to the other that the party is dissatisfied. In this case the decision is of no effect and either party may then commence litigation.
- If the Expert's decision is binding, and requires one party to pay the other party money, that party is to pay the money within 14 days of receiving the decision of the Expert.
- 49 Suspension** The Ordering Officer may direct the Contractor to suspend all or part of the Works and the Contractor is to carry out the direction.
- The Contractor is to recommence the Works as soon as practicable after being directed to do so by the Ordering Officer.
- 50 Termination** Without prejudice to any other rights which the Principal has, if the Contractor commits a substantial breach of the Contract, including but not limited to:
1. failing to carry out a direction of the Principal within the time specified;
 2. not progressing the Works at a reasonable rate;

3. failing to effect or maintain any insurance required by the Contract;
4. failing to comply with OH&S requirements
5. consistently performing poorly in terms of timing and quality of works and maintenance of good relationships with HABS clients.

the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.

If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:

1. the Principal may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract; or
2. the Principal may immediately take over any uncompleted Works by notice in writing suspend payments due or which would become due, and have the Works completed by others. The Principal is to calculate the difference between the costs of having the Works completed by others and the amount of suspended payments held by the Principal. If the calculation results in a shortfall to the Principal, the Contractor is to pay the amount of the shortfall to the Principal within 7 days of a written demand for payment. If the calculation results in an excess to the Principal, the Principal is to pay the amount of the excess to the Contractor.

END OF CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1 Special conditions of Contract**

Each Order placed under the Standing Offer Contract may include additional clauses relating specifically to that Order.

Such additional clauses may relate to site or Works requirements, special access provisions, specific client requirements or any other matter.

These additional requirements will be conveyed to the Contractor at the time of requesting a quotation and will form a part of the Contract for that Order.

- 2 Client Requirements**

Schedules 1 to 3 hereto describe requirements specific to individual Departments. These requirements form part of any Order placed with the Contractor for that Department.

SCHEDULES TO THE CONTRACT

SCHEDULE 1 PROCEDURES FOR OBTAINING A HABS CONTRACTOR PHOTO ID CARD

When seeking Photo ID's for yourself and/or your employees the steps listed below must be followed:

- It is essential to ensure that the applicant has been inducted in the Department of Commerce Code for working on or near facilities occupied or used by children. This requirement is outlined in your tender documents under the clauses relating to “**Child Protection**”. Please complete and return Form A with the application form.
- Complete the Prohibited Employment Declaration (Form B) and return with application.
- Complete the Working with Children Consent form (Form C) and return with application.
- Fill out the application form (Form D), include a passport-sized photograph, and forward it to the address on the bottom of the form. **Include** a payment of \$15.00 for each ID in one of the suggested forms (i.e. Cheque or money order). The card will be manufactured and sent back in approximately seven days. Photo will not be returned. Alternatively, the employee can present themselves at the address provided to be photographed.
- Ensure that **all** of the information requested is supplied.
- Photo ID's will expire at the completion of the Contract during which they were issued.
- The applicant must also be able to demonstrate completion of the Construction Industry General Safety Induction Course outlining WorkCover requirements and provide a copy of the certificate or card issued on completion of the course.
- The applicant and the employer must sign the forms.
- When received the card must be worn on site at all times or access to the site may be refused.

If the information required on the application is not supplied, or if the form is not signed, the ID Card will not be printed.

If an employee leaves your organisation, return the card to the Department of Commerce, HABS office at Doonside.

HABS: 236 Richmond Road,
PO Box 285,
Doonside NSW 2767

FORM A	DEPARTMENT OF COMMERCE - Code for Working on or near DSE, DOCS, Juvenile Justice, Sport & Recreation And other Facilities Occupied or Used by Children
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- This Code applies to all Department of Commerce staff and all Contractors (and their subContractors), suppliers and consultants, including but not limited to:
 - building and maintenance workers;
 - cleaners
 - suppliers of materials and similar
- All persons must read and certify that they have read and understood this Code before commencing work and/or entering school premises.
- Any breach of the Code is a serious offence and will lead to disciplinary and/or Contractual action.
- All persons must gain permission to enter the school or other facility before commencing work and they may only enter approved areas.
- Generally, the following arrangements will apply, unless the senior person at the school or other facility gives written authority to use alternative arrangements:
 - (i) all cleaners must sign on the school register before commencing work;
 - (ii) all Department of Commerce staff, suppliers and Contractors must either sign the Site Register at the Construction Site Office and/or visit the school or facility office and gain the senior person's approval.
- All persons must follow all the following rules:
 - No talking with, touching or interacting with any children or residents except in a serious emergency or safety situation.
 - No use of toilets or amenities - toilets, bubblers, bike-racks, showers, canteens or other facilities at the school/centre. Only approved separate toilets and other facilities are to be used and these must be kept separate from any area used by children.
 - The work area must not be able to be used/accessed by children. Clear signs and barricades (wherever possible) must be used to prevent any inadvertent and/or unauthorised access.
 - Where maintenance and/or cleaning of toilets and similar facilities are necessary, two persons must always be present. Wherever possible, at least one male should be present when male toilets are being maintained/ repainted/ cleaned and at least one female should be present when similar work is being done on female toilets.
 - Any concerns about children's behaviour must be immediately reported to a senior client representative, such as School Principal or similar person at DOCS and Juvenile Justice and other facilities.
 - An identity card must be kept at all times when on or near the site.
 - Tidy clothing must be worn at all times, including a shirt, shorts or trousers, and must be in good condition.

I acknowledge that I have read the above Code and agree to abide by the conditions therein.

EMPLOYER'S COMPANY OR
ORGANISATION NAME

(in block letters)

NAME

(in block letters)

SIGNED

DATE / /

FORM B

Prohibited employment declaration

Child Protection (Prohibited Employment) Act 1998



With the exception of where an order, from the Industrial Relations Commission or the Administrative Decisions Tribunal, declares that the Act does not apply to a particular person, the Child Protection (Prohibited Employment) Act 1998 makes it an offence for a person convicted of a serious sex offence (a prohibited person) to apply for, undertake or remain in, child-related employment.

Section 5 of the Child Protection (Prohibited Employment) Act 1998 defines a serious sex offence as an offence involving sexual activity or acts of indecency that was committed in NSW and that was punishable by penal servitude or imprisonment of 12 months or more, or, an offence involving sexual activity or acts of indecency that was committed elsewhere and that would have been an offence punishable by penal servitude or imprisonment for 12 months or more if it had been committed in NSW.

Child-related employment means any employment that primarily involves direct contact with children where that contact is not directly supervised. Section 1 of the Child Protection (Prohibited Employment) Act 1998 specifies that child-related employment is employment:

- involving the provision of child protection services
- in pre-schools, kindergartens and child care centres (including residential child care centres)
- in schools or other educational institutions (not including universities)
- in detention centres (within the meaning of the Child (Detention Centres) Act 1987)
- in refuges used by children
- in wards of public or private hospitals in which children are patients
- in clubs, associations or movements (including of a cultural, recreational or sporting nature) having a significant child membership
- in any religious organisation
- in any entertainment venues where the clientele is primarily children
- as a babysitter or childminder that is arranged by a commercial agency
- involving fostering or other child care
- involving regular provision of taxi services for the transport of children with a disability
- involving the private tuition of children
- involving the direct provision of health services
- involving the provision of counselling or other support services for children
- on school buses
- at overnight camps for children.

Under this Act:

- it is an offence for a prohibited person to **apply for, undertake or remain** in child-related employment
- employers **must** ask existing employees, both **paid** and **unpaid**, and preferred applicants for employment to declare whether they are a prohibited person or not
- all child-related employees **must** inform their employers if they are a 'prohibited person' (someone who has been convicted of a serious sex offence) or remove themselves from child-related employment
- penalties are imposed for non compliance.

I am aware that I am ineligible to apply for, undertake or remain in, child-related employment if I have been convicted of a "serious sex offence" as defined in the Child Protection (Prohibited Employment) Act 1998.

I have read and understood the above information in relation to the Child Protection (Prohibited Employment) Act 1998 and understand my responsibilities and obligations under this Act.

I declare that I am not a person prohibited by the Act from seeking, undertaking, or remaining in child-related employment.

Print Name (Employee)		
Signature (Employee)		
Company		Date

Note: Seek independent legal advice if you are unsure of your status as a prohibited person.
This form should be returned to Heritage and Building Services, 236 Richmond Rd, Doonside 2767.

FORM C

WORKING WITH CHILDREN CHECK EMPLOYMENT SCREENING CONSENT FORM



This form is to be completed by persons whose names are to be submitted for employment screening as part of the Working With Children Check.

No background checks can be completed on a person without this consent being provided.

Employers are required to sight applicant's original identifying documents.

All fields must be completed in block letters

Surname: _____ Given name(s): _____

Previous names/aliases: _____ Date of birth: _____

Place of birth (city, state, country): _____

Driver's licence number: _____ Gender: (Please tick)
☐ Male ☐ Female

Address: _____

Suburb: _____ State: _____ Postcode: _____

Contact telephone number: _____

Type of position: (Please tick) ☐ Paid employee ☐ Volunteer ☐ Student placement

Title of position applied for: _____

I certify that the above information is accurate and understand that if I have provided false or misleading information it may result in a decision not to employ me, or, if already employed, may lead to my dismissal.

I am aware that if considered for employment in a child-related position, several checks will be undertaken to ascertain my suitability, including:

- a national criminal record check for charges and/or convictions (including spent convictions) for:
 - any sexual offence (including but not limited to, sexual assault, acts of indecency, child pornography, child prostitution and carnal knowledge);
 - any assault, ill treatment or neglect of, or psychological harm to a child;
 - any registrable offence;
 carrying a minimum penalty of 12 months or more imprisonment.

I understand that this check includes convictions or charges that:

- may have not been heard or finalised by a court;
- are proven but have not led to a conviction; or
- have been dismissed, withdrawn, quashed or discharged by a court.

- a check for relevant Apprehended Violence Orders taken out by a police officer or other public official for the protection of a child/ren; and

- a check for relevant employment proceedings involving reportable conduct or an act of violence committed by the employee in the course of employment and in the presence of children. Reportable conduct means any sexual offence, or sexual misconduct committed against, with or in the presence of a child (including a child pornography offence), or any assault, ill treatment or neglect of a child, or any behaviour that causes psychological harm to a child.

I understand that a conviction for a serious sex offence (including, but not limited to, sexual assault, acts of indecency, child pornography, child prostitution and carnal knowledge) will automatically prohibit my employment in a child-related position. This includes a charge that is proven in court but does not proceed to a conviction. I am aware that if I am a "registrable person" under the *Child Protection (Registrable Offenders) Act, 2000*, I am prohibited from employment in a child-related position.

I consent to these checks being conducted and am aware that if any relevant record is identified, additional information relating to that record may be sought by an Approved Screening Agency from sources such as courts, police, prosecutors and past employers to enable a full and informed assessment.

I acknowledge that:

(i) any information obtained as part of this process may be used by Australian Police Services for law enforcement purposes, including the investigation of any outstanding criminal offences;

(ii) the outcome of assessment of information obtained through the Working with Children Check by the approved screening agency may be provided to my current or prospective employers only for background checking purposes; and

(iii) the information provided may be referred to the Commission for Children and Young People and/or to NSW Police for law enforcement purposes and for monitoring and auditing compliance with the procedures and standards for employment screening in accordance with Section 36 (1) (f) of the *Commission for Children and Young People Act 1998*.

(iv) the above information and any information obtained during employment screening may be collected and used by and/or disclosed to the Commission for Children and Young People or any Approved Screening Agency for employment screening purposes.

Name: _____

Signature: _____ Date: _____

ATTACH COPY OF DRIVERS LICENCE

FORM D

PASTE PHOTO HERE

Paste a photo in this BOX
with light coloured plain background.

Digital photos will **not** be accepted.
Photo must be an original.

NOTE: Do not staple, or paper clip



Application for Heritage and Building Services Contractor Photo ID Card

All information requested on the form to be inserted in the spaces provided.

Please also note that the Principal / Director / Owner of the contracting organisation making the application is to sight and verify the proof of ID supplied by the applicant prior to forwarding the application form.

(Expiry Date: 30/07/2009)

Applicant's Details (Please print)

First Name: _____	Surname: _____
Address: _____	
Suburb: _____	Postcode: _____
Trade Classification: _____	
Type of ID: (Tick box for ID type)	<input type="checkbox"/> Drivers Licence <input type="checkbox"/> Passport <input type="checkbox"/> RTA Proof of ID
ID Number: (Enter number of ID ticked above)	Course Date: / / / /
Construction Industry OH&S Induction No. (Enter Certificate number & attach photocopy)	Course Date: / /

I acknowledge that I have read the Department of Commerce Code for Working on or near DET, DOCS, Juvenile Justice, Sport and Recreation and other Facilities Occupied or Used by Children and agree to abide by the conditions therein.

Applicant's Signature: _____ Date: / /

Employer's Details (Please print)

Employer: _____	
Address: _____	
Suburb: _____	Postcode: _____
Phone: _____	Facsimile: _____

I have sighted the required proof ID and all the above information is correct. The attached photo is that of the applicant.

Name: _____ Company Title: _____

Signature: _____ Date: / /

Method of Payment: Payment of \$15.00 (GST inc.) per person is required with application.

- ☐ Cheque payable to Department of Commerce, Heritage and Building Services
☐ Money Order payable to Heritage and Building Services

**FORWARD COMPLETED
FORM WITH PAYMENT
TO:**
236 Richmond Rd
or PO Box 235
DOONSDALE NSW 2767

PLEASE ATTACH COPY OF GREEN CARD

SCHEDULE 2 ADDITIONAL REQUIREMENTS WHEN WORKING IN SCHOOLS

All personnel when attending work in schools must at all times wear their photographic identity card in a prominent easily seen position on their person in addition to any site specific identity symbol.

All personnel must report to the school's administration office on arrival and before departure, to record their visit at the school and to sign the School Maintenance Site Visit Log-book.

Access to Sensitive Areas:

When working in sensitive areas, the Contractor is to erect appropriate signs advising that work is in progress and directing users elsewhere to the closest facilities available.

Special care must be taken when accessing or carrying out work in change rooms, bathrooms, toilets, showers etc. and generally work in such areas in schools is to be undertaken outside normal school hours.

The work may be performed during normal school hours only where alternative facilities are available and with the written approval of the School Principal.

The Ordering Officer is to be advised when alternative facilities are not available and that the work required will need be performed at the "outside normal hours" schedule rate

Note: Normal school hours will vary, depending on the school's timetable. Work may be able to be programmed with the School Principal for early morning, late afternoon or on sports afternoon to enable the works to be completed quickly and without the additional cost of performing the work at the "out of normal hours" rate. The hours of operation for attending may be clarified with the Ordering Officer, when accepting the Work Order.

SCHEDULE 3 STATUTORY DECLARATION

Definitions

Oaths Act (NSW) Ninth Schedule

*The Principal is**The Contractor is*

ACN/ABN.....

The Contract is

Contract No.

Contract Title.....

Dated(Date of Contract) between the party identified as the Principal and the party identified as the Contractor.

Declaration*Full name**Address*

I,

of

do hereby solemnly declare and affirm that:

*Insert position title
of the Declarant*

1 I am the representative of the Contractor in the Office Bearer capacity of

2 I am in a position to make this statutory declaration about the facts attested to.

REMUNERATION OF CONTRACTOR'S EMPLOYEES ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT

3 All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.

Relevant employees are those engaged in carrying out the work done in connection with the Contract.

Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127 (6) of the Industrial Relations Act 1996].

REMUNERATION OF THE EMPLOYEES OF SUBCONTRACTORS ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT

4 The Contractor *is/is not* a principal Contractor for the work done in connection with the Contract, as defined in section 127 of the Industrial Relations Act 1996.
(Delete the words *in italics* that are not applicable.)

5 Where the Contractor is also a principal Contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal Contractor under section 127(2) of the Industrial Relations Act 1996 by each subContractor in connection with that work stating that all remuneration payable by each subContractor to the subContractor's relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each subContractor has made provision for all other benefits accrued in respect of each subContractor's employees.

6 I am aware that the Industrial Relations Act 1996 requires any written statement provided by subContractors must be retained for at least 6 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

WORKERS COMPENSATION INSURANCE OF THE CONTRACTOR'S WORKERS

- 7 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. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.

WORKERS COMPENSATION INSURANCE FOR WORKERS OF SUBCONTRACTORS

- 8 The Contractor *is / is not* a principal Contractor for work done in connection with the Contract, as defined in section 175B of the Workers Compensation Act 1987.
(Delete the words *in italics* that are not applicable.)
- 9 Where the Contractor is also a principal Contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 175B of the Workers Compensation Act 1987 in the capacity of principal Contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each subContractor in respect of that work done to the date of this statutory declaration have been paid, accompanied by a copy of any relevant certificate of currency in respect of that insurance.
- 10 I am aware that the Workers Compensation Act 1987 requires any written statement provided by subContractors and any related certificate of currency must be retained for at least 7 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

EMPLOYER UNDER THE PAY-ROLL TAX ACT

- 11 The Contractor *is registered as / is not required to be registered as* an employer under the Pay-roll Tax Act 1971.
(Delete the words *in italics* that are not applicable.)
- 12 All pay-roll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid.
- 13 The Contractor *is / is not* a principal Contractor for work done in connection with the Contract, as defined in section 31G of the Pay-roll Tax Act 1971.
(Delete the words *in italics* that are not applicable.)
- 14 Where the Contractor is also a principal Contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 31H of the Pay-roll Tax Act 1971 in the capacity of principal Contractor in connection with that work to the intent that all pay-roll tax payable by each subContractor in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory declaration has been paid.
- 15 I am aware that the Pay-roll Tax Act requires any written statement provided by subContractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

PAYMENTS TO SUBCONTRACTORS

- 16 The Contractor has paid every SubContractor, Supplier and Consultant all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the Contract.
- 17 The provisions of clause "SECURITY OF PAYMENT", if included in the Contract, have been complied with by the Contractor.

- 18 The Contractor has been informed by each SubContractor and Consultant to the Contractor (except for SubContracts and agreements not exceeding \$25,000 at their commencement) by written statement in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):
1. *that their subContracts with their subContractors, consultants and suppliers comply with the requirements of clause "SECURITY OF PAYMENT", if included in the Contract, as they apply to them; and*
 2. that all of their employees, subContractors, consultants and suppliers, as at the date of the making of such a statement have been paid all remuneration and benefits due and payable to them by, and had accrued to their account all benefits to which they are entitled from, the SubContractor or Consultant of the Contractor or from any other of their subContractors or consultants (except for their subContracts and agreements not exceeding \$25,000 at their commencement) in respect of any work for or in connection with the Contract.
- 19 I am not aware of anything to the contrary of any statutory declaration referred to in paragraph 18 of this declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.
- 20 And I make this solemn declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Declarant

declared at

Place

Date on.....

before me

Signature of legally authorised person before whom the declaration is made*

Name and title of person before whom the declaration is made*

.....

Notes:

2. In this declaration:

the words "principal", "Contractor", "employee", "employees" and "relevant employees" have the meanings applicable under the relevant Acts;

the word "subContractor" in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and

otherwise the words "Contractor", "SubContractor", "Supplier", "Consultant", "subContractor", "supplier" and "consultant" have the meanings given in or applicable under the Contract.

2. * the declaration must be made before one of the following persons:

(a) where the declaration is sworn within the State of New South Wales:

- (ii) a justice of the peace of the State of New South Wales;
- (iii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
- (iv) a notary public; or
- (v) another prescribed person legally authorised to administer an oath under the Oaths Act (NSW); or

(b) where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or
- (II) any person having authority to administer an oath in that place.

TENDER NO. 0600454

PROVISION OF PLUMBING AND/OR ELECTRICAL SERVICES ON BEHALF OF
HERITAGE AND BUILDING SERVICES, DEPT OF COMMERCE**Tender Closing Details:**

Tender Closing Time:

9:30 am

Tuesday

19th September 2006

Tender Box Address:

Tender Box**NSW Dept of Commerce****Level 3 (Ground Floor)****McKell Building****2-24 Rawson Place****SYDNEY NSW 2000**

Tenders Secure Fax Number:

(02) 9372 8974

eTendering Website Address:

<https://tenders.nsw.gov.au/commerce>**Contact Officers for****Enquires:****Contractual:**

Dionne Dever

Phone: (02) 9372 7515

Fax: (02) 9372 7799

Technical:

David Munson

Phone: (02) 9672 5131

Fax: (02) 9672 5241

*The Tenderer:**A.B.N**Tenderer's business
address:**Tenderer's postal
address:**Tenderer's authorised
representative:**Tel:**Fax:***For the: Provision of Plumbing and/or Electrical Services on Behalf of Heritage and Building Services (Contract
Number 0600510)**

In accordance with the following documents:

- Tender Document for Contract Number 0600510

- Addenda Numbers: _____ *(list addenda numbers if any)*

And at the rates tendered in the attached Schedule of Prices.***Signed for the Tenderer by its Authorised
Representative (as above):***

Date:

In the office bearer capacity of:

Date:

Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus two (2) copies of the tender. Tenders are to be marked "Original", "Copy 1" and "Copy 2".

PART C TENDER RESPONSE

Tenderers are required to complete all information requested at Schedules 1 to 3.

Schedules 4 and 5 are to be submitted to HABS within 14 days of Contract acceptance and prior to commencing related work under the contract.

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INTRODUCTION

The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.

References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.

1. PRICING and RELATED INFORMATION

Note: Submission of a Price Model is a mandatory condition of tender. If this information is not provided your tender will not be evaluated further.

Your quote must show a clear breakdown of the Plumbing services, and/or Electrical services, and pricing of each should be as if to be a genuine deliverable to the Department of Commerce customers.

1.1 Plumbing Services Component

General

You have been requested to provide a quote to renew a sewer line at a primary school. The line runs from an inspection outlet (IO-1) to an enclosed sewer pit (Pit A) across the main quad area under concrete. The line runs in a straight line a total distance of 40.5 L/m in previously filled ground. For the purpose of this scenario no drawing is provided, all workings are based without complication. You are required to provide the following for this scenario in accordance with the below scope of work;

1. Your fixed price quotation on the attached tender schedule in accordance with your tendered rates and the Scope of work below.
2. A step-by-step sequence of how you will execute the work on site from site establishment to handover.

Item 1 - Sewer

Saw cut in a straight line all concrete/bitumen paving and remove as required.

Excavate and locate existing sewer line scheduled for replacement. Refer to the attached drawing ‘Project X – Sewer Replacement’.

Replace existing sewer lines with new 100mm uPVC pipework from **IO-1 to Pit A = 40.5 L/m.**

Prior to laying new pipework, ensure existing pipework upstream and downstream are clear and free of all debris.

Supply, install and maintain appropriate trench support system where unstable ground is encountered or where trench depth will exceed 1200 mm.

Pipework to be laid on 100mm thick 10mm aggregate.

Connect to chambers and pipework with purpose made connectors. Ensure existing chambers and sewer pipework are free and clear of all debris.

Backfill with excavated material. Clay is not to be used as backfill, use sandy loam or equivalent.

Reinstate existing surfaces removed or disturbed by the works.

Item 2 - Concrete

Replace all concrete disturbed by the work to match existing finish in all respects.

New concrete to comprise:

- 100mm thick
- 20mpa
- Expansion/control joints as required
- Finish/texture to match existing
- 12mm steel deformed bar dowels at 600mm centres.

Plumbing Schedule of Rates

Item No	Description	Unit	Rate GST Inclusive
GAS			
Rates for the purpose of renewing an existing gas service or installation of a new gas service			
1	S & I 20mm Gas Service in ground including connection (minimum 10 L/m).	Lineal Metre	
2	S & I 20mm Gas Service to underside of building including connection (minimum 10 L/m).	Lineal Metre	
3	S & I 20mm gas service chased into masonry wall including connection (minimum 10L/m).	Lineal Metre	
4	Extra over cost to items 8 or 9 or 10 to install Gas Isolation Valve at point of connection (in ground enclosure externally).	item	
Drainage			
Rates for the purpose of renewing an existing stormwater/sewer line or installation of a new stormwater/sewer line			
5	S & I 100mm dia. uPVC Stormwater Service in ground including connection (minimum 25L/m).	Lineal Metre	
6	S & I up to 900 x 900 stormwater pit complete with hinged and lockable hot dip galvanised steel grate	item	
7	S & I up to 1200 x 1200 stormwater pit complete with hinged and lockable hot dip galvanised steel grate	item	
8	S & I 100mm dia. uPVC Sewer Service in ground including connection (minimum 25 L/m).	Lineal Metre	
9	S & I 100mm dia. uPVC sewer stackwork (aerial drainage) including connections	Lineal Metre	
Water			
Rates for the purpose of renewing an existing water service or installation of a new water service			
18	S & I 20mm Water Service in ground including connection (minimum 25L/m).	Lineal Metre	
19	S & I 20mm Water Service to underside of building including connection (minimum 25L/m).	Lineal Metre	
20	S & I 20mm Water Service chased into masonry wall including connection (minimum 25L/m).	Lineal Metre	
Work Not Included Elsewhere			
10	All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule (please list all items below)	Item	
Note: WNIE (Work Not Included Elsewhere) - This is for items not covered in the schedule of rates above Items and will be a Lump Sum amount. Please list items for WNIE (i.e. ground search, temporary fencing, concreting etc.) in the space provided in the above table below item 1.			

Plumbing Schedule of Rates (continued)

Labour Rates			
Rate for time and attendance for carrying out plumbing and gas fitting works in normal hours as defined in <i>Clause 24, Part B1</i>			
2	Qualified Tradesperson	Hour	
3	Apprentice	Hour	
4	Labourer	Hour	
Rate for time and attendance for carrying out plumbing and gas fitting works outside normal hours as defined in <i>Clause 24, Part B1</i>			
5	Qualified Tradesperson	Hour	
6	Apprentice	Hour	
7	Labourer	Hour	
8	On cost on Plant, Equipment and Material	%	

1.2 Electrical Services Component**General**

You have been requested to provide a quote to supply power to a new Modular Design Range (MDR) building at a primary school. All internal wiring to the MDR has been pre installed by the manufacturer of the building. The power supply is to be taken from DB-01 (DR0007 – Library) and terminated at DB-06 (in the MDR). B00D (library) is an adjacent building and for ease of calculation the following information is provided;

- DB-01 is located off an internal corridor in B00D. There is a run of 20L/m through an easily accessible ceiling space to the external of B00D (adjacent to the MDR).
- From the external of B00D, there is a run of 20Lm (10L/m under concrete path) to the external of the MDR (sub-floor) and a further 10L/m to terminate at DB-06

For the purpose of this scenario no drawing is provided, all workings are based without complication on the above quantities. You are required to provide the following for this scenario in accordance with the below scope of work;

1. Your fixed price quotation on the attached tender schedule in accordance with your tendered rates and the scope of work below.
2. A step-by-step sequence of how you will execute the work on site from site establishment to handover.

Item 1 - Electrical

Supply and install new 25mm copper three phase electrical supply from DB-01 to DB-06 in 32mm dia. uPVC conduit (total 50L/m). Install purpose built duct covering over all surface mounted conduit.

Saw cut in a straight line all concrete/bitumen paving and remove as required. Conduits installed underground to be at a minimum depth of 600mm. Backfill with clean sharp sand around conduits installed underground.

Reinstate existing surfaces removed or disturbed by the works.

Accurately record the routes of underground cables before backfilling. Test, commission and update all electrical schedules. All works to comply with AS3000:2000.

Item 2 - Concrete

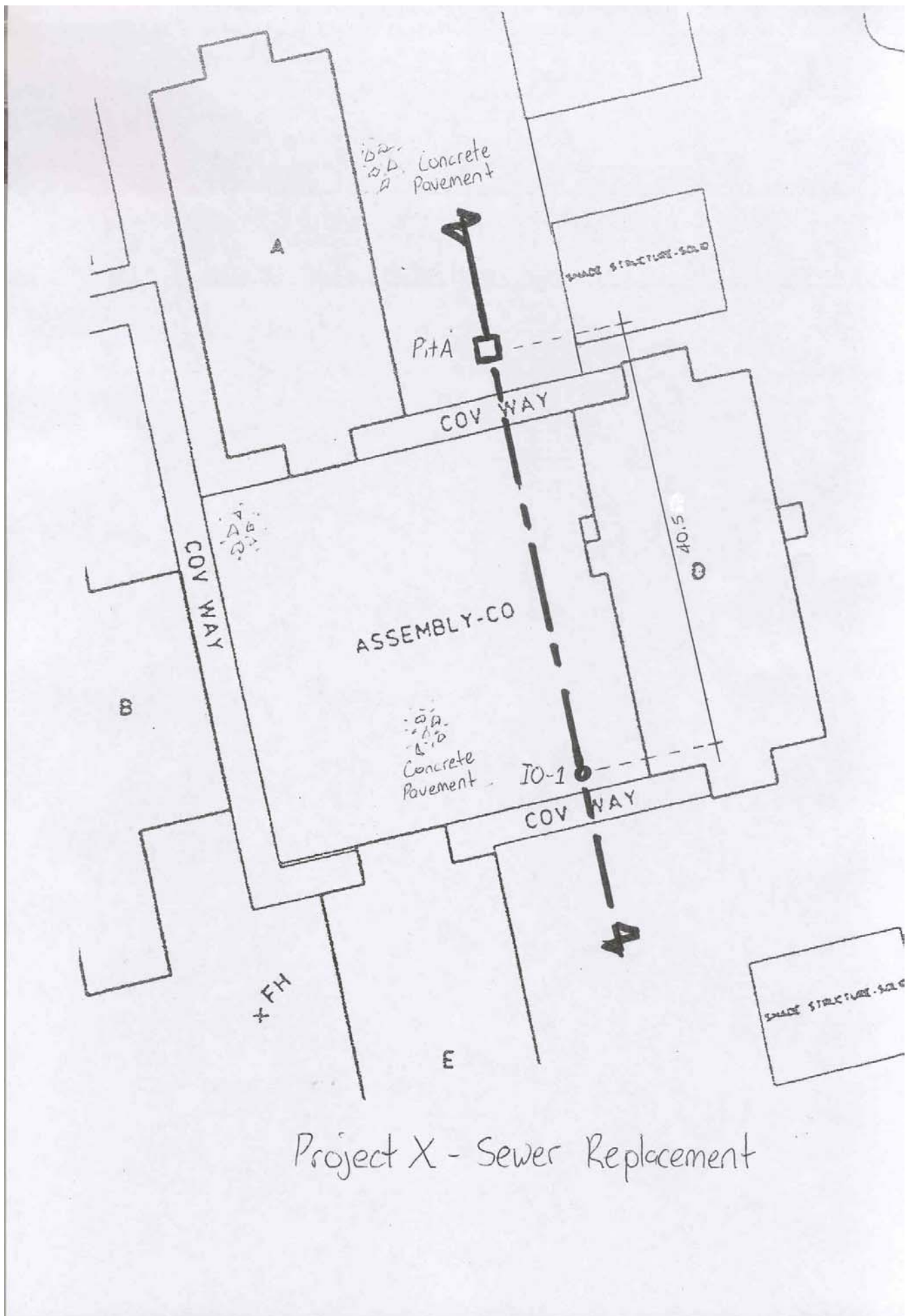
Replace all concrete disturbed by the work to match existing finish in all respects.

New concrete to comprise:

- 100mm thick
- 20mpa
- Expansion/control joints as required
- Finish/texture to match existing
- 12mm steel deformed bar dowels at 600mm centres.

Electrical Schedule of Rates

Item No	Description	Unit	Rate GST Inclusive
Electrical			
Rates for the purpose of renewing an existing supply or installation of a new electrical supply including termination.			
1	S & I 16mm ² copper three phase electrical supply, including 32mm dia. uPVC conduit.	Lineal Metre	
2	S & I 25mm ² copper three phase electrical supply, including 32mm dia. uPVC conduit.	Lineal Metre	
3	S & I 50mm ² copper three phase electrical supply, including 50mm dia. uPVC conduit.	Lineal Metre	
Work Not Included Elsewhere			
4	All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule (please list all items below)	Item	
Note: WNIE (Work Not Included Elsewhere) - This is for items not covered in the schedule of rates above and will be a Lump Sum amount. Please list items for WNIE (i.e. ground search, temporary fencing, concreting etc.) in the space provided in the above table below item 1.			
Labour Rates – Please provide your indicative rates below for this scenario.			
Rate for time and attendance for carrying out Electrical works in normal hours as defined in <i>Clause 24, Part B1</i>			
5	Qualified Tradesperson	Hour	
6	Apprentice	Hour	
7	Labourer	Hour	
Rate for time and attendance for carrying out Electrical works outside normal hours as defined in <i>Clause 24, Part B1</i>			
8	Qualified Tradesperson	Hour	
9	Apprentice	Hour	
10	Labourer	Hour	
11	On cost on Plant, Equipment and Material	%	



SCHEDULE 2 RESPONSE TO SELECTION CRITERIA

SCHEDULE 2.1 EXPERIENCE IN DELIVERING A SIMILAR SERVICE

Tenderers should provide details of similar “electrical and plumbing” type contracts they have managed. Tenderers should provide the scope of the works performed, geographical area of coverage, who the contracts were with, how they were managed, how business relationships were maintained and any other information to demonstrate experience in the provision of similar services.

Tenderers should also provide a referee in each organisation used to demonstrate appropriate experience.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Please attached additional pages as required

SCHEDULE 2.2 TENDERERS CAPACITY, RESOURCES AND QUALIFICATIONS

Tenderers should provide, at a minimum, number of staff, both overall and in the various trades, tenderers organisational structure, annual turnover, capital investment, significant infrastructure, experience and qualifications of key personnel, licences held and sub-contractor capability.

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Please attached additional pages as required

SCHEDULE 2.3	COMPLIANCE WITH TENDER REQUIREMENTS INCLUDING CONTRACT TERMS & CONDITIONS
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- a) Does the tenderer fully comply with the requirements Part A – Conditions of Tendering including Code of Tendering and Code of Practice ?

Yes/No

(Delete whichever is not applicable)

If **no**, a full statement detailing specific reasons for non-compliance clause-by-clause must be provided below.

Tenderer's Signature:

Name:

(in block letters)

Organisation Name:

- b) Does the tenderer fully comply with the requirements of Part B - Conditions of Contract ?

Yes/No

(Delete whichever is not applicable)

If **no**, a full statement detailing specific reasons for non-compliance clause-by-clause must be provided below.

Tenderer's Signature:

Name:

(in block letters)

Organisation Name:

c) Has the tenderer read, fully understand and will comply with the Tender Specifications?

Yes/No

(Delete whichever is not applicable)

If **no**, a full statement detailing specific reasons for non-compliance clause-by-clause must be provided below.

Tenderer's Signature:

Name:

(In block letters)

Organisation Name:

SCHEDULE 2.4

OHS&R CONSIDERATION INCLUDING COMPLIANCE & PREVIOUS RECORD

Tenderers should detail their OHS&R policies, documentation and strategies. Tenderers will need to provide a recent sample of a site-specific safety management plan and safe working method statements. Tenderers should also complete Schedules 4 &5 of Section 'C' and include with their tender response.

[illegible]

Please attached additional pages as required

SCHEDULE 2.5 STANDARD OF PREVIOUS WORK AND QUALITY OF REFERENCES

Tenderers should nominate work sites that demonstrate the tenderers standard of work, including contact referees at that site.

Site	Address	Work Undertaken	Referee Contact Details

Please attached additional pages as required

SCHEDULE 3 TENDERER'S DETAILS INCLUDING INSURANCE and VALIDITY PERIOD

The Department of Commerce contract only with acceptable legal entities having appropriate financial assets and does not contract with entities such as a business name, trust or firm trading under a trust arrangement.

Name of Tenderer:	
Individual: (Print Name)	
Trading Name	
or	
Partnership (Trading Name of partnership)	
Name of partner completing tender	
or	
Company (Full name)	
Trading Name (if applicable)	
Name and official position of authorised officer completing tender	
The following information if to be provided by all tenderers, whether individual, partnership of company.	
Is the Organisation involved in any trust relationships? (if yes, give full details)	
Registered for GST Yes or No:	
Australian Business Number (ABN):	
Registered Business Address:	
Principal Place of Business: (if different from Registered Business Address)	
Business Postal Address:	
Is the Company involved in any trust relationships? (if yes, give full details)	
Contact person able to provide further information about this tender:	
Telephone:	Mobile:
Email:	Facsimile:
CONTACT DETAILS FOR PROPOSED CONTRACT;	
Main Telephone Number for use under contract:	
2nd Telephone No. for use under the contract:	
Mobile Telephone Number (if different from above):	
After Hours (24 hour) Telephone Number for Use under contract:	
Facsimile Number for use under contract:	
Email Address:	
Organisation's Membership of Industry Associations:	

Tender Validity Period Please indicate period of validity if greater than 6 months (Clause 5.5.1 Part 'A')	Months
--	---------------

(Please attach additional pages as necessary)

INSURANCE DETAILS and VALIDITY PERIOD
--

Please provide details of current insurance cover.

Note: A “Certificate of Currency” from your insurance company will be required as proof of insurance cover if your organisation is awarded a contract.

Workers Compensation Insurance

Insurance Company: _____

Address: _____

Telephone Number: _____

Policy Number: _____

Expiry Date: / /

Death & Injury Policy

(sole traders and partnerships, include details for each partner)

Insurance Company: _____

Address: _____

Telephone Number: _____

Policy Number: _____

Expiry Date: / /

Public Liability Insurance

Insurance Company: _____

Address: _____

Telephone Number: _____

Policy Number: _____

Limit of Insurance: _____

Expiry Date: / /

(please attach additional pages as required)

SCHEDULE 4 REVIEW CHECK LIST SAFETY MANAGEMENT PLAN

Here's what you have to do

This checklist will help you develop your Site-specific Safety Management Plan. Working through the checklist will help you to think about all the OHS issues that should be covered so that your documents are complete and satisfy the OHS requirements of the contract.

This checklist will be used by HABS to review the Site-specific Safety Management Plan of a contractor. The contractor is required to complete the checklist by specifying against each item the page number in which the required information can be found in their Site-specific Safety Management Plan.

Overall, your Site-specific Safety Management Plan must:

- ☐ describe the work to be undertaken
- ☐ identify the hazards associated with the work
- ☐ describe the risk assessment processes you will use
- ☐ describe the risk control measures you will use

1. Risk management

The hazards associated with each work activity must be identified and the associated risks assessed, and measures for eliminating or minimising and monitoring the risk controls developed, documented and implemented.

2. Statement of responsibilities

The statement of responsibilities must define who will be responsible for:

- ☐ identifying hazards and assessing the risks associated with the work, and documenting the risk control measures to be taken
- ☐ managing compliance with OHS, workplace injury management and workers compensation legislation, regulations, standards and codes, Safe Work Method Statements and the Site Safety Rules
- ☐ assessing and monitoring the capability of your service providers in the supply chain, and verifying that they meet OHS requirements.
- ☐ making sure that the Site Safety Rules are displayed and available on the work site and provided to people who work on, or visit, the work site
- ☐ providing your service providers in the contract chain with your Site-specific Safety Management Plan and any updates
- ☐ managing OHS communication and consultation provisions in accordance with the regulatory and other requirements
- ☐ conducting site-specific induction, specific work activity safety training and refresher training
- ☐ making sure that before starting work on site, all personnel attend an OHS induction training course covering general construction work as well as the particular site and specific work activity
- ☐ preparing, maintaining and making available the register of hazardous substances
- ☐ managing workplace injury management processes to suit procedures
- ☐ maintaining first aid stocks and providing first aid
- ☐ managing illness/injury and emergency processes to suit procedures
- ☐ keeping OHS records

3. Occupational health and safety training

The Plan must define how you will:

- ☐ identify the OHS training needs of management, supervisors and other personnel for the contract
- ☐ conduct general construction work induction training, specific work activity and work site training, and refresher training in OHS for everyone working on the work site

- ❑ make sure that all personnel attend a general construction work OHS induction training course before starting that work
- ❑ make sure that all personnel attend adequate site-specific induction, work activity and refresher safety training
- ❑ make sure OHS committee personnel and OHS representatives attend consultation training
- ❑ keep appropriate records of OHS training

4. Incident management

The Plan must define:

- ❑ who will be available (both during and outside normal working hours) to prevent, prepare for, respond to and recover from illness/injury and incidents
- ❑ your procedures for contacting these people, and any changes to these nominations and procedures, as they are kept up to date, are communicated and displayed promptly on the work site

5. Site Safety Rules

Site Safety Rules must be prepared, implemented and displayed on notice boards and other suitable locations on the work site, and be provided to all personnel on, and visitors to, the work site.

As a minimum Site Safety Rules must cover and include the following:

Induction and safety training

- ❑ Before starting work on site, all personnel must attend induction training in health and safety aspects of general construction work
- ❑ Before starting work on site, all personnel must attend adequate site-specific training and induction training for the particular work activity being undertaken
- ❑ All personnel on the work site must attend appropriate refresher training and be involved in regular discussion of work site OHS matters
- ❑ All visitors when on the work site must be accompanied by a person who has received the above training

Personal protective equipment

- ❑ All personnel and visitors must wear appropriate personal protective equipment (PPE) when on the work site

Site access and security

- ❑ All entry to, movement on, passage adjacent to, and exit from the work site of persons, vehicles and equipment will be controlled in accordance with required procedures

Illness/injury and emergency procedures

- ❑ All first aid facilities and illness/injury and emergency procedures will be clearly identified and used, including reporting illness/injury and incidents

Protection of all workers and the public

- ❑ Effective barricades, fencing and overhead protection will be used where applicable

Elevated work

- ❑ All work at heights will be done in accordance with the relevant legislation, regulations, standards, codes and procedures

Electrical work, overhead wiring, installations and equipment

- ❑ All electrical work, plant and equipment must comply with OHS and electrical safety legislation, regulations, standards, codes and procedures, including inspection and tagging of leads and power tools
- ❑ The presence and location of all electrical cables will be identified before commencing adjacent work

Demolition, excavation, scaffolding, formwork and other structural frames

- ❑ All demolition, excavation, scaffolding, formwork, and work with other structural frames will be done in accordance with the relevant legislation, regulations, standards, codes and procedures

Hazardous materials and dangerous goods

- ❑ A register of hazardous substances must be kept and maintained for all hazardous substances brought onto the work site
- ❑ All hazardous substances and dangerous goods must be used, handled and stored in accordance with requirements

Safe working

- ☐ All requirements identified will be followed, including fire prevention and housekeeping procedures.
- ☐ The consumption of alcohol and illegal drugs is prohibited on the work site.

6. Safe Work Method Statements

All work activities assessed as having OHS risks require the preparation and implementation of Safe Work Method Statements.

When preparing such Statements, it is important to consult with and involve the personnel who will be doing the work.

SCHEDULE 5 REVIEW CHECK LIST SAFE WORK METHODS STATEMENT

Here's what you have to do

This checklist will help you develop your safe Work Method Statement. Working through the checklist will help you to think about all the OHS issues that should be covered so that your documents are complete and satisfy the OHS requirements of the contract.

This checklist will be used by HABS to review the Safe Work Method Statement of a contractor. The contractor is required to

Complete the checklist by specifying against each item the page number in which the required information can be found in their Safe Work Method Statement.

Your Safe Work Method Statements must:

- ☐ be on your organisation's letterhead and show the name and registered office address of the organisation
- ☐ be signed and dated by a senior management representative of your organisation, and the authors

Your Safe Work Method Statements must at least include the following:

- ☐ a description of the work to be undertaken
- ☐ the step-by-step sequence of activities and tasks involved in doing the work
- ☐ the potential hazards and risks associated with each step of the work
- ☐ the safety controls that will be put in place to minimise the risks
- ☐ all precautions to be taken to protect health and safety
- ☐ all health and safety instructions to be given to persons involved with the work
- ☐ identification of the parts of OHS, workplace injury management and workers compensation legislation, regulations, codes, standards and procedures applicable to the work, and where these documents are kept
- ☐ the names and qualifications of those who will:
 - supervise the work
 - inspect and approve work area conditions, work methods, protective measures, plant, equipment and power tools for use
- ☐ a description of what training is given to people involved with the work
- ☐ the names of those who will be, or have been, trained for the work activities described in the Statements, and the names and qualifications of the people responsible for training them
- ☐ identification of the resources, plant and equipment that is most likely to be used on the work site, such as ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguisher, tools and materials
- ☐ details of any WorkCover permits and licenses required to complete the work and where they are kept
- ☐ details of the inspection and maintenance checks that will be, or have been, carried out on the plant and equipment listed for use.