

SCHEDULE – 6: NON-CONFORMANCES & ALTERNATIVE PROPOSALS

V-CONFORMANCES

In order of relevant clauses, describe departures from the Tender Document. If a non-conformance is not described in sufficient detail to enable a full evaluation, the Tender may not be further considered. Where a deviation has a financial impact it must be valued. If there are no departures (i.e. full compliance), please state: "***There are no departures***".

**DOCUMENT &
CLAUSE No.**

DETAILS OF NON CONFORMANCE

DOCUMENT & CLAUSE No.	DETAILS OF NON CONFORMANCE

ALTERNATIVE PROPOSALS

Where a proposal can be put forward which proposes better value for money, or additional benefits details of the alternative proposal should be stated or described setting out clearly the benefits of the proposal. The details should be documented and must be in sufficient detail to allow for a full understanding and evaluation.

Attach extra page(s) if insufficient space

SCHEDULE – 7:

FINANCIAL DETAILS – MANDATORY

1.0 GST INFORMATION

FULL TRADING NAME: _____

ACN: _____

ABN: _____

GST Registered

Yes ✓

No X

2.0 FINANCIAL CAPACITY & REFERENCE

The Tenderer shall provide:

- I. A letter from its Banker'(s) verifying that it has the financial capacity to provide an irrevocable Bank Guarantee for the security amount stated in the contract; and
- II. An audited balance sheet and profit and loss account for the last three financial years prior to the Closing Time and Date.

SCHEDULE – 8: INSURANCES

The following insurances cover will be required. The Tenderer shall state details of its current policies for such cover.

INSURANCE OF EMPLOYEES

1. Workers Compensation or Personal Accident and Illness Insurance:

Insurance against any death of or injury to persons employed by the Tenderer as required by the Workers Compensation Act 1987.

ALTERNATIVELY: Where the Tenderer has **no employees** and in lieu of Workers Compensation Insurance, insurance for personal accident and illness under a policy.

Insurance Company:	Amount of coverage: <u>As detailed above</u>	Insurance Required
	Policy Number: _____	Expiry Date: _____

2.0 PUBLIC LIABILITY INSURANCE

Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the Contract. The policy shall contain a cross liability clause and should reflect each Principal as an interested party and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

Insurance Company:	Amount of coverage: <u>\$10 million</u>	Insurance Required
	Policy Number: _____	Expiry Date: _____

3.0 INSURANCE OF THE WORKS

Insurance against loss or damage to the Service, any temporary works and all materials, constructional plant and other things that are brought onto the site by or on behalf of the Contractor or are entrusted to the Contractor by the Principal, to an insured amount not less than the Contract Sum.

Insurance Company:	Amount of coverage: _____	
	Policy Number: _____	Expiry Date: _____

4.0 MOTOR VEHICLE INSURANCE

In the case of any motor vehicle used in the performance of the contract, a Motor Vehicle Insurance covering accidental damage, fire and theft.

Insurance Company:	Amount of coverage: _____	
	Policy Number: _____	Expiry Date: _____

In addition, all such vehicles are:

Registered Vehicles and have

- a) Insurance against any injury to any third party or parties under a Compulsory Third Party Insurance as required by the *NSW Motor Accidents Act 1988*; and
- b) Insurance against loss of or damage to any property whatsoever caused by the use of the vehicle when being driven by the Service Provider, its employees or any person not employed by the Tenderer. The policy shall have a limit of indemnity of not less than \$20,000,000 and shall be extended to include "CTP Gap Coverage Endorsement" cover and shall note the interest of the Principal as an insured.

SCHEDULE –9: OCCUPATIONAL HEALTH SAFETY & REHABILITATION

Demonstrate commitment to OHS&R and understanding and acceptance of the principles of OHS&R.

Note: Further information may be required to be submitted as substantiation.

SUBJECT		YES ✓	NO X
1.	Does the organisation have an OHS&R Management Plan as part of its overall management system? (If yes give details)		
	Is the OHS&R Management Plan accredited by a NSW Government agency or an accredited third party? (If yes give details)		
2.	Has WorkCover NSW issued the organisation with any Prohibition Notices, Improvement Notices or fines in the past 12 months? (If yes give details)		
3.	Is the organisation able to provide documented evidence that within its organisation, there are people or resources nominated to ensure compliance with OHR&S Legislation and Regulation:		

Provide Details for Item 3

(Attach details.)

SCHEDULE – 10: ENVIRONMENTAL DUE DILIGENCE

The Tenderer shall provide evidence that it is fully aware of the requirements of the Environmental Planning and Assessment Act 1979 and all other associated legislation, particularly in regard to pollution control and waste disposal. The Tenderer shall demonstrate that it will operate with due diligence for the duration of the Contract so as to prevent harm to the environment and will not dispose of waste contrary to the Protection of the Environmental Operations Act 1997 (NSW) or other law.

The Tender shall address the following :

- a. the system that the Tenderer has or will put in place to ensure compliance with all statutory environmental requirements;
- b. the system that the Tenderer has or will put in place to obtain and comply with approvals and licences from statutory authorities, including the Environment Protection Authority; and
- c. The system and procedures that the Tenderer has or will put in place to ensure adequate human resourcing, supervision, training and monitoring of the works.

Part D: General Conditions of Contract
And
Form of Deed

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GENERAL CONDITIONS OF CONTRACT

GENERAL

1.1. Definitions of Certain Terms

In these General Conditions of Contract, and the Contract to which they apply, unless the context otherwise requires:

'Annexure' means the annexure to this Part D of the RFT;

'Contract' means the concluded agreement between the Principal and the Contractor for the carrying out and completion of the Services constituted by either;

- (i) the Contractor's Tender and the Principal's letter of acceptance (and any relevant correspondence or communications referred to in that letter of acceptance); or
- ii) the Deed of Agreement duly executed by the Principal and the Contractor agreeing to contract on the terms of these General Conditions of Contract (and in accordance with the Contract documents referred to in the Deed of Agreement);

'Contract Price' means the price payable for the Services;

'Contractor' means the person bound to carry out the Services under the Contract, and where necessary includes a reference to the Contractor's employees, agents, permitted sub-consultants and permitted subcontractors;

'Deed of Agreement' means the deed annexed to these General Conditions of Contract in this Part D of the RFT;

'Intellectual Property' means any patent, copyright, circuit layout, registered design or unregistered design right, trade mark and any application for any of the foregoing, any rights in respect of confidential information and any other intellectual property rights;

'Period of Engagement' means the period set out in the Annexure;

'Principal' means each individual Member Council entering into the Contract and where the context permits, includes its authorised delegates.

'Principal's Representative' means the person appointed by the Principal or if there is more than one Principal, by all the Principals, for the management of the Contract;

'Services' means the whole of the work and services to be carried out by the Contractor in accordance with the Contract, including Normal Services under clause 2.1 and Extra Services ordered under clause 2.2, and includes everything required to be carried out by the Contractor for the proper performance of the Contractor's obligations under the Contract;

'Sites' means any and all places at which the Services are undertaken.

1.2. Entire Agreement

The Contract constitutes the entire agreement between the parties.

1.3. Contract documents to be construed as a whole

The Contract and the various parts must be read and construed as a whole. Words importing one gender shall include the other gender. Clauses and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Contract. Unless the contrary intention appears, words in the singular include the plural and vice-versa.

If any ambiguities or discrepancies are discovered in the documentation supplied by the Principal and brought to the attention of that Principal's Representative, the Principal's Representative shall direct the Contractor as to the interpretation to be followed by the Contractor in carrying out the work and shall issue to the Contractor appropriate instructions in writing.

If any ambiguities or discrepancies are discovered in the documentation supplied by the Contractor and brought to the attention of a Principal's Representative, that Principal's Representative has the power to direct the Contractor as to the interpretation to be followed by the Contractor.

1.4. Terms of Contract not to be waived

None of the terms of the Contract may be waived, varied, discharged or released either at law or in equity, unless both parties agree in writing, signed respectively by the Principal and a duly authorised representative of the Contractor.

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

1.5. Governing Law

The Contract is governed by and is to be construed in accordance with the law of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

The Contractor must comply with the requirements of all Legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

The Contractor (where applicable) must observe and be bound by the New South Wales Local Government Code of Practice for the Construction Industry.

1.6. Notices

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to each Principal or Contractor at its stated address. Any notice sent by facsimile or by e-mail shall be deemed to have been served on that day. Any notice sent by post shall be deemed to have been served on the second day after posting excluding the day of posting.

1.7. Discrepancies in information

The Contractor must as soon as practicable give written notice to relevant Principal's Representative if information and particulars made available to it are inadequate or contain errors.

1.8. Obtain all necessary approvals

The Contractor must at its own cost obtain all approvals, authorities, licenses and permits that are required from governmental, municipal or other responsible authorities, except where the relevant Principal has advised otherwise.

1.9. Conflict of interest

The Contractor warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Contractor must inform the Principals of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and each Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement

DIVISION 2. PERFORMANCE OF THE SERVICES

2.1. Normal Services

The Contractor shall carry out and complete the Normal Services in accordance with the Contract.

2.2. Extra Services

2.2.1 If, at any time during the performance of the Contract, the Principal's Representative determines that the form, quality or quantity of the Normal Services, or previously ordered Extra Services, to be carried out under the Contract should be changed, the Principal's Representative may order the Contractor to do all or any one or more of the following things.

- (1) decrease or omit any part of the Normal Services or Extra Services,;
- (2) change the character or quality of any of the Normal Services or Extra Services; and
- (3) carry out additional services.

2.2.3 The Contractor shall not carry out any Extra Services without a written order by the Principal's Representative under this clause.

2.3. Period of Engagement and programme

2.3.1 The Contractor shall start the Services on the Date for Commencement set out in the Annexure, and shall carry out and complete the Services in the Period of Engagement.

2.3.2 If the Contractor becomes aware of anything which will probably cause delay in reaching the Date for Delivery the Contractor must immediately notify the Principal's Representative and meet with the Principal's Representative to determine the cause of delay and the extent of any extension of time.

2.4 Option for Extension

- 1.1 The Principal at its sole discretion may extend the Period of Engagement by notice to the Contractor not later than nine (9) calendar months before the expiration of the Contract period, for a further period of Five (5) years on the same terms as the Contract. A Principal may exercise this option no more than two (2) times. In the event that the Principal gives such notice, the remuneration payable to the Contractor by the Principal during the extended period shall be payable at the rates and prices (and subject to rise and fall) as applicable immediately prior to the expiration of the Contract period.
- 2.42 Each Principal may take into account any of the following matters in determining whether it shall exercise its option for extension but those criteria shall not in any way limit or fetter the Principal's discretion as to that exercise of its option;
 - I. environmental performance;
 - II. overall co-operation with the Principal;
 - III. quality of service
 - IV. continued community support
 - V. cost effectiveness

2.5 Advice on Contractor's Performance

The Principal's Representative shall advise the Contractor at the expiry of every twelve (12) months after the commencement of the Contract on the Contractor's performance .

2.6. Service Requirements

- 2.6.1 The Contractor shall carry out the Services in accordance with the directions of the Principal's Representative.
- 2.6.2 The Contractor shall:
 - (1) provide the equipment necessary to carry out and complete the Services;
 - (2) supply at the Contractor's cost all consumable materials and things necessary to operate or use the equipment;
 - (3) furnish all qualified and competent employees, supervision and labour required by the Contractor to carry out and complete the Services, and
 - (4) furnish all materials and supplies necessary to carry out and complete the Services.
- 2.6.3 The Contractor must not act outside the scope of the authority conferred on it by the Contracts.

The Contractor must take upon itself the whole risk of performing its obligations under the Contract. The Contractor must also comply with every and all reasonable and lawful direction of the Principal's Representative.

The Contractor must use all reasonable efforts to inform itself of the requirements of each Principal and must regularly liaise with the Principal's Representative on progress and outcomes during the term of the Contract.

2.7 Standard of care

The Contractor must:

- (a) perform all its obligations required by the Contract in a diligent manner and to the standard of skill and care expected of a competent contractor;
- (b) exercise reasonable care during any activity to avoid damage to any utility service whether gas, water, sewer, electric power, telephone. The Contractor shall be liable for any damage caused by it directly or indirectly including loss of profits or income arising from such damage; and
- (c) not cause any undue interference with the use of the Sites or any building or public place in the vicinity of the Site by the Principal and all persons lawfully entitled to have access including other activities to be carried out concurrently on the Sites.

2.8. Keeping of records

The Contractor must keep proper records of all matters relating to the Contract (including information stored by computer and other devices). In particular, records of inspections, testing and compliance, and records of accounts and time sheets in accordance with accounting principles applied in commercial practice in respect of its time charge billing, its expenditure and fees payable to others properly engaged in relation to the Contract.

2.9. Reports

The Contractor must provide the Principal's Representative with written reports on any aspect of the Contract when requested.

10. Inspection

Each Principal reserves the right to inspect any aspect of the Services or records kept pursuant to Clause 18, either at the Contractor's premises or after delivery, but the Principal must not be prejudiced by the non-exercise of this right.

Any inspections by a Principal shall not relieve the Contractor of any of its obligations under the Contract.

2.11 Contractor's employees

2.11.1 The Contractor shall:

- (1) maintain good order and discipline amongst its employees engaged in the Services, and must not employ on the Services anyone not skilled in the services he/she is to provide; and
- (2) ensure that the Contractor's employees comply with each Principal's safety policy as determined from time to time by the Principal's Representative and comply with the *Occupational Health and Safety Act NSW (2000)*.

2.11.2 The Contractor warrants that all personnel engaged by it are appropriately qualified, competent and experienced in the provision of the type of activities connected with the Agreement.

The Principal's Representative may direct the Contractor to immediately and permanently remove from any activity connected with the Contract any person who in the opinion of the Principal's Representative is incompetent, negligent or otherwise unacceptable.

2.11.3 The Contractor shall ensure that no alcoholic beverage or illegal drugs are brought on to, consumed or used upon any Principal's property or any land under the control of the Principal or consumed by any person engaged in performing the Services.

2.11.4 The Principal's Representative may, by notice in writing and for any reason whatsoever, direct the Contractor to remove or cause the removal of any person employed upon a Principal's property or any land under the control of a Principal, or from any activity connected with the carrying out the Services by the Contractor or any subcontractor and replace him with another person to the satisfaction of the Principal's Representative.

2.11.5 The Principal will not be responsible or have control or charge over the acts or omissions of the Contractor, his agents, employees, subcontractors or other persons performing any of the Services on behalf of or for the Contractor.

2.12. Contractor's Equipment

2.12.1 The Contractor shall.

- (1) ensure that the equipment is suitable for, and is of a quality best suited to, the purpose intended. Such equipment will at all times be subject to the approval of the Principal.
- (2) maintain and keep the equipment in good order and repair.
- (3) ensure that the equipment when in operation or use does not cause any hazard or danger to any person or property including Principal's employees, other contractors, property or business operations. and

2.13. Compliance with statutory requirements

The Contractor shall obtain the permits, licenses and certificates and pay the fees required for the performance of the Services.

2.14. Interference with others

The Contractor shall take all reasonable precautions to ensure that the Services will cause as little disturbance as possible to each Principal and other persons and shall promptly remove all equipment when the Services have been completed.

2.15. Assignment and subcontracting by the Contractor

The Contractor cannot, without the prior written approval of the Principal, and except on such terms and conditions as are determined in writing by the Principal, assign, subcontract, mortgage, charge or encumber the Contract or any part thereof or any benefit or moneys or interest thereunder. Such consent if given shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts defaults and neglects of any sub-contractors or sub-contractor's agents or workmen or Contractor's assignees as fully as if they were the acts defaults or neglects of the Contractor.

DIVISION 3. PRINCIPAL'S REPRESENTATIVE

3.1. Powers of Principal's Representative

3.1.1 The Principal's Representative:

- I. administers the Contract on behalf of the Principal, and may issue directions concerning any matters relating to the manner in which the Services are to be carried out or performed under the Contract and;
- II. may act in consultation with the Principal and without consulting the Contractor.

3.2. Directions by the Principal's Representative

3.2.1 Any direction to the Contractor by the Principal's Representative may be given either orally or in writing. When any direction is given orally the Principal's Representative shall as soon as practicable confirm the direction in writing to the Contractor.

3.2.2 Directions given by the Principal's Representative will be deemed not to require the carrying out of Extra Services unless the Contractor notifies the relevant Principal in writing within 48 hours of receiving a direction that the direction is contrary to or changes the provisions of the Contract or the nature or extent of the Services, in which case the Principal's Representative may:

- (1) withdraw the direction forthwith; or
- (2) if the direction changes the nature or extent of the Services, confirm the direction and direct the Contractor under clause 3.1 to carry out Extra Services accordingly.

3.2.3 The Contractor shall by itself and its agents, employees and workmen comply with all reasonable directions of the Principal's Representative in any situation or circumstances which that Principal's Representative reasonably considers to be an emergency or a situation or circumstances likely to cause damage or injury to any person or property.

3.3. Access by the Principal's Representative

The Principal's Representative may visit all places where of the Services are performed at intervals appropriate to the progress of the Services to familiarise himself with the progress and quality of the Services and to determine if the Services are proceeding in accordance with the Contract and with his directions.

DIVISION 4. FAULTY OR UNSATISFACTORY SERVICES

4.1. Rejection of unsatisfactory Services

4.1.1 The Principal's Representative may, at any time, reject any of the Services which, in the opinion of the Principal's Representative, are faulty, unsatisfactory or otherwise not in accordance with the Contract.

4.1.2. Any rejection under this clause shall be made or given promptly after the discovery by the Principal's Representative of the faulty, unsatisfactory, or non-complying Services.

4.2. To remedy unsatisfactory Services

The Principal's Representative may direct that any of the Services rejected under clause 4.1 be re-supplied, corrected, removed or otherwise remedied. Such a direction may be made before or after an invoice has issued or payment has been made for the Services.

4.2.2 The Contractor shall comply promptly with any direction by the Principal's Representative under this clause to re-supply, correct, remove or otherwise remedy any of the Services.

4.3. Costs not recoverable

All costs and expenses incurred by the Contractor in complying with a direction under clause 4.2 must be met by the Contractor, and may be set off against any other amount payable to the Contractor under the Contract.

If the Contractor fails to comply with a direction under clause 4.2, the Principal may have the Services carried out by another person and all costs incurred by the Principal will be a debt due from the Contractor to the Principal which may be deducted, set off or otherwise recovered by action at law by the Principal.

DIVISION 5. THE PLACE OF THE SERVICES

5.1. Access to Place of the Services

Where the Services are to be carried out on any Principal's property, the Principal must, subject to operational requirements and such conditions as may be required, arrange for reasonable access and possession at the Sites.

DIVISION 6. ADJUSTMENTS TO THE CONTRACT PRICE

Valuation of Extra Services (additions and omissions)

- 6.1.1 Extra Services shall be valued in accordance with this clause and, unless otherwise directed by the Principal's Representative, such valuation must be determined before commencement of the Extra Services;
- 6.1.2 Subject to clause 6.1.3, Extra Services shall be valued by the Principal's Representative on the basis of the proportion that the Extra Services represent in relation to the Normal Services to be provided by the Contractor. This proportion may be expressed as a percentage and applied to the Contract Price, being adjusted upwards or downwards as necessary, to take into account any economies of scale and any other relevant factors.
- 6.1.3 If the Principal's Representative determines that the method of valuation under clause 6.1.2 is not applicable to the Extra Services, a reasonable rate or price for the Extra Services must be determined by the Principal's Representative and applied to the Contract Price, upwards or downwards.

DIVISION 7. PAYMENT FOR THE SERVICES

7.1. Payment

- 7.1.1 The Contractor shall at the completion of such periods or on such dates as nominated in the Annexure submit to the Principal's Representative claims for payment of the amount due to the Contractor less deductions due from the Contractor to the Principal. The Principal's Representative may not issue a payment certificate in respect of any claim for payment, which is not in accordance with this clause.
- 7.1.2 Claims for payment submitted by the Contractor shall:
 - (1) be supported by reports for the period of Service and such other information as the Principal's Representative may reasonably require; and
 - (2) be accompanied by a statutory declaration (in the form contained in Attachment 1) declared by the Contractor or, where the Contractor is a Corporation, by a representative of the Contractor who is in a position to know the facts attested to, that at the end of the period for which payment is claimed, that no wages are due and owing by the Contractor in respect of the work under the Contract for that period.
- 7.1.3 Subject to clause 7.1.1, the Principal's Representative shall, within **14** days after receipt of a claim for payment under this clause, issue to the Principal a Payment Certificate stating the payment which, in the opinion of the Principal's Representative, is to be made by the Principal to the Contractor. The Principal's Representative must set out in the Payment Certificate the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference.
- 7.1.4 The amount due to the Contractor, accruing from time to time in arrears, is the value of the Services carried out to that time, calculated in accordance with the Contract, together with any money due under any provision of the Contract or for breach by the Principal of the Contract, less:
 - (1) amounts already paid under the Contract;
 - (2) reductions which the Principal's Representative is entitled to make under the Contract.
- 7.1.5 The Principal may deduct from money otherwise due to the Contractor any money due from the Contractor to the Principal.
- 7.1.6 The Principal shall, within 21 days after receipt of the Principal's Representative's Payment Certificate:
 - (1) where there is only one Principal, pay to the Contractor the amount certified as due to the Contractor under the Payment Certificate less any amounts to be deducted or reduced under the Contract, or;
 - (2) where there is more than one Principal, pay its proportion of the amount certified as due to the Contractor under the Payment Certificate less any amounts to be deducted or reduced under the Contract; and;
 - (3) provide written particulars of how the payment was calculated.
- 7.1.7 Payment of money will not be evidence of the value of Services, an admission of liability or a representation that the Services have been executed satisfactorily. Payment of money is payment on account only.

7.2 Final Statement and Final Certificate

- 7.2.1 Within 14 days after the expiry of the period of the engagement set out in the Schedule, the Contractor shall, in addition to any claim the Contractor is required to submit under clause 7.1.1, submit to the Principal's Representative a final statement of all the Contractor's claims under the Contract or otherwise, and no claim which is not included in that final statement shall thereafter be made by the Contractor against the Principal on

- any account whatsoever in relation to the work and services carried out under the Contract or otherwise. The final statement shall be endorsed "final statement" by the Contractor.
- 7.2.2 The final statement submitted by the Contractor shall comply with all of the requirements of clause 7.1.2. The Principal's Representative may not issue a final payment certificate in respect of a final statement which is not in accordance with Clause 7.1.2.
- 7.2.3 When the Contractor has satisfactorily carried out all work and services required under the Contract and has fulfilled all its other obligations under the Contract, including the obligation to provide a final statement which complies with the requirements of clause 7.2.2, the Principal's Representative shall within **14** days after the receipt of a claim for payment under this clause issue to the Principal a Final Payment Certificate stating the amount which in the opinion of the Principal's Representative is to be paid by the Principal to the Contractor. The Principal's Representative must set out in the Final Payment Certificate the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference.
- 7.2.4 The amount due to the Contractor is the value of the services carried out to that time calculated in accordance with the Contract together with any money due under any provision of the Contract for breach of the Principal of the Contract less:
 - (1) The amounts already paid under the Contract
 - (2) The amounts which the Principal is entitled to deduct under the contract.

DIVISION 8 SECURITY DEPOSITS

- 8.1 When signing the Contract, the Contractor shall lodge over and above the Tender Deposit, further cash deposits of 5% of the estimated annual Contract value ("5% Contract Value") plus another \$10,000 (ten thousand dollars) ("Security Deposit") to be held in trust by NSROC as security. In lieu of the 5% Contract Value, the Contractor may, with the approval of each Principal, arrange for a suitable irrevocable bank guarantee from a Bank or other financial organisation acceptable to all Principals ("Bank Guarantee").
- 8.2 If a Cluster arrangement is accepted within the Tender bid, then:
 - (i) the 5% Contract Value shall be dispersed to the Principals in the Cluster on a pro rata basis linked to the value of service delivered to each Principals and held by each of those Principals pursuant to the Contract; or
 - (ii) the Bank Guarantee must be for the benefit of each Principal calculated on a pro-rata basis determined by the value of service delivered to each of those Principals pursuant to the Contract;
 according to whichever of those forms of security is applicable.

DIVISION 9 RETENTION

- 9.1 Upon termination of the Contract, the Principal will be entitled to retain the sum of fifteen thousand dollars (\$15,000) of the security deposits described in Division 8 above, and will refund the difference to the Contractor. The sum retained by the Principal will be held for a maximum period of twelve (12) calendar months for the purpose of adjusting for disposal, administration fees, disputed services and forfeits for any failure to render the Service in accordance with the Contract.

DIVISION 10. DISPUTE RESOLUTION

10.1 General Indemnity and Release

- 10.1.1 The Contractor indemnifies each Principal, and the servants and agents of each Principal from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against one or more of them by any person in respect of or by reason of or arising out of:
 - (a) the performance by the Contractor of the Contract; including
 - (b) any negligence, wrongful act or omission of the Contractor or of any other persons for whose acts or omissions the Contractor is liable;
 - (c) death or injury to any person or loss of or damage to any property;
 - (d) any breach of a third party's Intellectual Property rights;
 - (e) any breach of the Contract by the Contractor; an/or

- (f) any action, claim or demand from liability brought against the Principal in connection with a breach by the Contractor of the OH&S Act and associated legislation (so far as it is permissible at law).
- 10.1.2 Without limiting the generality of clause 10. 1. 1, the Contractor agrees to defend, at his own expense, all suits or legal proceedings instituted against one or more the Principal based upon any claim that the equipment used by the Contractor to perform the Services infringes any patent, registered design, trademark or name, copyright, intellectual property rights or any other protected rights, and to pay any damages assessed against one or more Principal in any such suit or proceedings. The Principal must, upon receipt of service of process.
- (1) give notice as soon as reasonably possible to the Contractor of the institution of such suit or proceeding; and
 - (2) permit the Contractor to view all pertinent information in the Principal's possession and give reasonable assistance to enable the Contractor to so defend such suit or proceeding.
- 10.1.3 Without limiting the generality of clause 10. 1. 1, if any property of any Principal is damaged in any of the circumstances set out in clause 10. 1. 1, the Principal may, by notice in writing to the Contractor, require the Contractor at the Contractor's own cost to repair the damage. If, having been required to do so, the Contractor fails within a reasonable time to effect repairs, the Principal may, in addition to his other rights under the Contract or otherwise, cause the damage to be repaired. Where the Principal causes repairs to be effected, the reasonable cost of the repairs will be a debt due from the Contractor to the Principal, which may be deducted from amounts otherwise payable by the Principal to the Contractor under the Contract or otherwise recovered by the Principal.
- 10.1.4 Any money due by the Contractor to the Principal under this clause may be deducted from money due or becoming due to the Contractor under the Contract or may be otherwise recovered from the Contractor.
- 10.1.5 The Contractor's general indemnity in each case under this clause is reduced proportionally to the extent that any default under the contract or any negligent or tortuous act or omission of a Principal or employees or agents of a Principal except the Contractor, any subcontractor of the Contractor, any invitee or licensee of the Contractor or any subcontractor may have contributed to the loss, damage, death or injury.

10.2. Insurance

Before commencing the Agreement, the Contractor must effect and maintain the insurance policies nominated in the Annexure. The Contractor must ensure that all subcontractors are similarly insured. All insurance policies under the Contract shall be kept current during the period of the engagement and evidence of the above mentioned policies shall be given to the Principal's Representative at any time required by the Principal's Representative.

- (a) public liability - in respect of any one occurrence, \$10,000,000 but unlimited in the aggregate;
 - (b) Accident insurance - Complying with the Workers Compensation Act 19107. Alternatively, where the Contractor has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income;
 - (ii) Death benefits of at least \$250,000;
 - (iii) Minimum benefit period of 24 months.
 - (c) motor vehicle insurances - covering third party injury, third party property damage (\$20,000,000) and damage to or loss of the vehicle.
- 10.2.1 The Contractor shall ensure that, as at the date of the Contract, a suitable Public Liability Policy of insurance is taken out in the joint names of each Principal and the Contractor for their respective rights and interests to cover their liabilities to third parties.
- 10.2.2 The Public Liability Policy of insurance shall include a cross-liability clause in which the Insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the persons comprising the insured as if a separate Policy of insurance had been issued to each of them.

10.3 Intellectual property

The Contractor warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Contract. The Contractor indemnifies and must at all times keep the Principals indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Contractor grants to the Principal a non-exclusive licence to use the Contractor's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by a Principal's Representative.

The ownership of all Intellectual Property in all information created under this Contract shall vest with the Principal. The Contractor must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, subcontractors and agents execute all documents necessary to assign such rights to the Principal.

10.4. Confidentiality & privacy

The Contractor its employees, agents, directors, partners, shareholders or consultants must not disclose to any third party, any Information including by way of media interviews or releases relating to any Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Contractor agrees to comply with the provisions of the Privacy & Personal Information Protection Act 19910, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government and the Principal's Privacy Management Plan provided to it from time to time by the Principal's Representative.

DIVISION 11 GENERAL

11.1. Service of notices

11.1.1 Any notice or other communication which may be given to or served upon the Contractor under the Contract is deemed to have been duly given or served if it is in writing, signed by the Principal's Representative, and it is either delivered by hand or posted, sent by facsimile transmission or telexed to the Contractor or his agent at any registered office of the Contractor or posted to the Contractor's place of business in Australia.

11.1.2 A notice sent by post, or facsimile transmission is deemed to have been given at the time when in the due course of transmission it would have been delivered at the address to which it is sent.

11.1.3 Any notices to be served on the Principal or Principal's Representative pursuant to or in relation to the Contract must be served at the addresses nominated in the Annexure.

11.2. Termination of Contract

11.2.1 Termination by the Principal – Default of the Contractor

Without prejudice to any other rights, the Principal reserves the right to terminate the Contract if the Contractor commits a substantial breach of the Contract, including:

- (a) if it fails to carry out the Contract at all, or within the time specified, or at a reasonable quality.
- (b) if it fails to proceed with the Services with reasonable diligence.
- (c) if it fails to proceed with Services in a competent manner
- (d) if it fails to carry out a reasonable direction of the Principal's Representative.
- (e) if it becomes bankrupt or makes any arrangements with its creditors or being a Company which goes into liquidation or has a receiver or administrator appointed.
- (f) assigns its rights or obligations under, or sublets the whole or any part of the Contract without the consent in writing of the Principal;
- (g) becomes unable to pay its debts as and when they fall due;
- (h) abandons or refuses to proceed with the Services after having commenced the same.

The Principal's Representative must in writing specify the breach and ask the Contractor to give reasons why the Principal should not take further action. The Contractor must respond within 5 Days of receiving the notice and if it fails to respond, or if it responds but fails to remedy the breach within a reasonable time period specified by the Principal, the Principal's Representative may:

- a. Immediately terminate the Contract in writing; and/or
- b. Perform or arrange others to perform the Services until the Principal has been able to make suitable alternative arrangements. The Contractor shall make available the facilities, services, plant and any licence to that effect.

Termination by the Principal will not release the Contractor from liability in respect of any obligation relating to this Contract. Any shortfall in costs whatsoever shall be a debt due from the Contractor to the Principal.

11.2.2 Termination by the Principal – Principal's Convenience

The Principal may, for its convenience and without the need to give reasons, terminate the Contract in relation to the provision of Services to it at any time by giving written notice to the Contractor. The Contractor must, on

receipt of such notice, immediately cease all activities under the Contract for the benefit of the Principal and take all appropriate action to mitigate any loss or prevent further costs being incurred.

As soon as practicable after ceasing work under this clause, the Contractor must lodge with the Principal's Representative a statement of the amount (any approved reimbursable expenses) claimed by the Contractor to be payable Services performed to the earlier of:

- (i) the date of cessation of the terminated Services; and
- (iii) the date by which the Contractor was required to cease work on those Services.

The statement must be accompanied by supporting documentation as reasonably required by the Principal.

The Contractor will not be entitled in contract, tort or otherwise to any additional payment or compensation for losses incurred as a result of the termination of all or part of the Contract by one or more Principals.

11.3 Force Majeure

11.3.1 Nether party is liable for delays or for non-performance due to an event of Force Majeure, subject to compliance with the obligations in this clause.

11.3.2 Where a party is unable, wholly or in part, by reason of an event of Force Majeure, to carry out any obligation under this Contract, that obligation is suspended so far as it is affected by the continuance of that Force Majeure provided always that the party affected:-

- (a) gives to the other party prompt notice of that Force Majeure with reasonably full particulars and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation;
- (b) uses all reasonable endeavours to remove that Force Majeure as quickly as possible; and
- (c) complies fully with clause 11.3.4, if applicable.

11.3.3 Each party will use all reasonable endeavours to continue to perform its obligations for the duration of the event of Force Majeure.

11.3.4 Immediately on the occurrence of a Force Majeure, the parties must meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution of the problem.

11.3.5 An obligation to pay money which is due and payable is not excused by Force Majeure.

11.3.6 If an event of Force Majeure prevents the Contractor from performing its obligations under this Contract for a period in excess of thirty (30) continuous days, each Principal may immediately terminate this Contract without cause upon written notice.

11.3.7 For the purposes of this Clause:

- (a) **"Force Majeure"** means any cause which is not reasonably within the control of the party affected and includes:
 - (i) an act of God;
 - (ii) war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion; and
 - (iii) governmental or quasi-governmental restraint, expropriation, prohibition, intervention, direction or embargo;

12.1. Settlement of disputes

12.1.1 The parties agree irrevocably that any mediation under the Contract will be conducted in Sydney, New South Wales and any litigation under the Contract or in connection with the Services will be heard and determined in Sydney, New South Wales in courts of competent jurisdiction.

12.1.2 Unless a party to the Contract has complied with the provisions of clause 12.2, that party may not commence court proceedings or arbitration relating to any dispute arising under the Contract or in connection with the Services except where that party seeks urgent interlocutory relief or the other party has failed to comply with clause 12.2 or the applicant party requires an extension of time (prior to the expiration of the relevant time).

12.1.3 If dispute proceedings under this Division are commenced by the Contractor and subsequently withdrawn, and one or more Principals has incurred costs and expenses in preparing or responding to the matter in dispute, the Contractor is liable to reimburse each Principal for such costs and expenses (including interest) if the claim is found under the procedures in this Division to have been frivolous or vexatious or to have had no reasonable foundation or prospect of success.

12.2. Mediation

12.2.1 If any dispute, controversy or claim arises between the parties out of or in connection with the Contract, and a party wishes to pursue his rights in relation thereto, the following procedures apply:

- (1) **Step 1:** the party must give written notice of the dispute, controversy or claim ("**dispute notice**") to the other party. The notice must:
 - (a) state that it is a notice under this clause;
 - (b) must specify the nature of the dispute, controversy or claim; and
 - (c) designate as his representative in negotiations a person with authority to settle the dispute";
- (2) **Step 2:** the other party must promptly give notice in writing to the other party designating his corresponding representative with authority to settle the dispute;
- (3) **Step 3:** the designated representatives have 10 days from the date of the responding party's notice under Step 2 within which to seek a resolution of the dispute, controversy or claim;
- (4) **Step 4:** failing resolution under Step 3 the dispute, controversy or claim is to be subject to a conciliation or mediation to be conducted by:
 - (a) a person or body nominated and agreed to by the parties;
 - (b) the Australian Commercial Disputes Centre (ACDC) or a similar body; in accordance with rules agreed with the person conducting the mediation or conciliation or the then current rules of the ACDC or other similar body nominated to conduct the mediation or conciliation;

and
- (5) **Step 5:** if the dispute, controversy or claim is not settled or resolved within 28 days (or such other period as agreed to between the parties in writing) after the appointment of the person under Step 4, either party may terminate the dispute resolution proceedings by notice in writing.

12.2.2 Subject to clause 12.3, the parties are to bear their own costs in connection with negotiations, discussions, mediation or conciliation under this clause. The costs of third parties or separate organisations (not being advisers, consultants or lawyers engaged by individual parties) incurred in the conduct of negotiations, discussions, mediation or conciliation under this clause are to be paid by the parties in dispute in equal shares. If one party pays more than their proportion of such third party costs the proportion due from the other party may be recovered as a debt.

12.3. Court proceedings

12.3.1 If the dispute resolution proceedings are terminated in accordance with Step 5 under clause 12.2.1(5), either party may commence court proceedings in relation to the dispute, controversy or claim, including the recovery of costs incurred or paid in relation to all steps taken under clauses 10.2 as costs in the cause to be paid or reimbursed in accordance with any judgment issued in respect of the dispute, controversy or claim.

12.4. Proceedings not to affect Contract

10.4.1 Notwithstanding the taking of any of the steps set out in this Division 10:

- (1) the Contractor must, unless each Principal otherwise directs, continue to perform his obligations under the Contract;
- (2) each Principal must not withhold any money which may become due to the Contractor, but may, pending the outcome of any mediation or litigation, withhold payment of any matter that is the subject of dispute in the mediation or litigation; and
- (3) the Contract and the obligations of the Contractor and the Principal will not be abrogated in any way by the mediation, arbitration or litigation.
- (4) The covenants, conditions and provisions which are capable of having effect after the expiration of the Contract (including without limitation) obligations of the Contractor under the Clauses on *Contractor's Warranties, Confidentiality, Intellectual Property, Indemnity and Insurance* shall remain in full force and effect following the termination or expiration of this Contract.

ANNEXURE TO GENERAL CONDITIONS OF CONTRACT

Period of Engagement XXXXXXXXXXXXXXXX
[clauses 1.1 and 2.3.1]

Date for Commencement As per the Letter of Acceptance

The Principal's Representative: XXXXXXXXXXXXXXXXXXXX
[clause 1.1]

Services Payment Period
[clause 7.1.1]

The payment period is: Monthly

Amount of Security XXXXXXXXXXXXXXXXXXXX

Public Liability Insurance: \$10,000,000.00 per occurrence
[clause 10.2]

The Address of the Principal: XXXXXXXXXXXXXXXXXXXXXXXX
[clause 11.1.3]

The Address of the Principal's Representative: XXXXXXXXXX
[clause 11.1.3]

The Address of the Contractor:
[clause 11.1.1]

The Address of the Contractor's Representative:
[clause 11.1.1]

DEED OF AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2003

BETWEEN XXXXXXXXXXXX Principal of XXXXXXXXXXXXXXXXXXXXXXXX, NSW XXXX, (the "Principal") of the first part

AND XXXXXXXXXXXXX PTY LTD (ACN XXX XXX XXX) of XXXXXXXXXXXXXXXX,(the "Contractor") of the second part.

RECITALS

1. To enable the Principal to efficiently perform its obligations under the Local Government Act, it has become necessary to contact out the provision of waste transfer and disposal services.
2. The Contractor is in the business of , among other things, providing the services as required by the Principal.
3. The Contractor has agreed to provide and the Principal has agreed to purchase the Services from the Contractor, on terms of this Agreement.

The Principal and the Contractor agree as follows:

(I) The Contract between the Parties shall comprise the following documents (in order of precedence):

Document 1: This Deed	Document 5: Any mutually agreed changes to Documents 2, 3, 4 and 5.
Document 2: Special Conditions of Contract	Document 6: Letter of Acceptance dated XXXXXX
Document 3: General Conditions of Contract	Document 7: The Tender response dated XXXX
Document 4: Scope of Work	

(II.) The Principal and the Contractor will each perform the obligations imposed on them by the Agreement for the benefit of the other in accordance with the terms, conditions and provisions of the Agreement

(III.) In the event of any conflict or inconsistency, the order of precedence shall be in the order the documents are listed above.

(IV.) The Principal & the Contractor will equally pay the Stamp Duty payable in respect of this Agreement.

EXECUTED as an Agreement:

SIGNED for & on behalf of the **Principal** by its authorised delegate in the presence of:

Delegate: _____

print name: _____

Witness: _____

print name: _____

SIGNED for & on behalf of the **Contractor** by its authorised delegate in the presence of:

Contractor: _____

print name: _____

Witness: _____

print name: _____

NOTE: Tenderers are not required to sign and return this document

**ATTACHMENT 1: STATUTORY DECLARATION REGARDING WORKERS' WAGES
IN ACCORDANCE WITH THE GENERAL CONDITIONS OF CONTRACT**

I _____

(Principal/Director)

OF _____

solemnly and sincerely declare that:

1. I am the representative of the Contractor.
2. All workers who have at any time been engaged by the Contractor:
 - (a) have been paid all remuneration and benefits which as at the date of this declaration are due and payable to them in respect of their employment or work completed under the Contract, and
 - (b) (b) have otherwise received or had accrued to their account all benefits to which they are entitled as at the date of this declaration in respect of their employment or work in respect of the Contract pursuant to any award, enterprise agreement, act or regulation (State or Federal) with the exception of the workers and respective amounts listed below: (Insert name and addresses of workers, the amounts owing, and whether in respect of wages, holiday pay, allowances, etc)

3. All subcontractors or suppliers of materials who are or at any time have been engaged on the work under the contract have been paid in full all monies which have become payable to the subcontractor under the terms of the subcontract or to the supplier of materials under the terms of agreement for supply; with the exception of

for the respective amounts of

4. I undertake that in respect of those debts due after receipt by _____ (Contractor) of the progress payment, _____ (Contractor) will pay those debts promptly as and when they become due.

5. The provisions of the special condition clause Security of Payment if included in the Contract, have been complied with by the Contractor.

6. In relation to the statutory declarations provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED AND DECLARED AT _____ in the said State,

THIS _____ DAY OF _____ 20____
BEFORE ME

(Signature) _____

(Justice of the Peace/Solicitor) _____

FOR AND ON BEHALF OF THE CONTRACTOR

Part E: Special Conditions of Contract

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- 3 CONTROL OF TRAFFIC**
- 4 SAFETY MANAGEMENT**
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- 7.0 CORRUPT GIFTS AND PAYMENT OF COMMISSION**

1 SUPPLY OF WASTE

1.1 The Principal will exercise its power under the Local Government Act and in accordance with its contract with collection contractors, will deliver to the collection point all residential domestic Putrescible Waste collected by or on the behalf of the Principal for acceptance, transport, processing and disposal under this Contract. The Contractor acknowledges that full responsibility for securing and collecting such waste from the collection point is with the Contractor and the responsibility for the waste vests in the Contractor as from the time it is accepted at the nominated collection point.

1.2 The Contractor acknowledges that under the provisions of the Waste Avoidance and Resource Recovery Act 2001, each Principal is committed to reducing the amount of waste disposed into landfill and no Principal warrants any specific or appropriate amount of waste.

1.3 The Principal does not guarantee a minimum volume of waste to be provided to the Contractor under this Contract.

1.4 The Contractor acknowledges that each Principal's Waste Management Plan is subject to the Waste Avoidance & Recovery Act and the desired outcome thereof that over the period of the Contract the per capita rate of waste generated will be reduced, with actual tonnage designed to decline.

1.5 Any indication (which shall not be deemed a representation) as to the past or future quantity of Waste to be supplied pursuant to this Contract is indicative only, subject to review and not binding.

2. NOISE

The Contractor warrants that no unnecessary noise will be made in the performance of the Service. In particular, activities likely to disturb nearby residents, shall only be undertaken during the hours as specified by the Principal's Representative. In accordance with the General Conditions of Contract, it will be the Contractor's responsibility to determine each Principal's requirements.

3 CONTROL OF TRAFFIC

The Contractor's responsibility includes control, direction or protection of traffic on the adjacent roadway, whenever the Contractor's operations affect the free flow or safety of such traffic.

4 SAFETY MANAGEMENT

4.1 Specification & Statutory Requirements

Contractor must comply with NSW Government OH&S Act and the Regulations, the current NSW Government *OHS&R Management Systems Guidelines*, (*OHS&R Management System Guidelines*)

The Occupational Health, Safety and Rehabilitation (OHS&R) requirements contained in these special conditions and the *OHS&R Management System Guidelines*:

- (a) may be in addition to, but are not in substitution for, any statutory requirements; and
- (b) do not limit the powers of the Principal or the liabilities and responsibilities of the Contractor.

4.2 Project Specific Safety Management Plan

The Contractor shall document and implement a Project Specific Safety Management Plan that complies with the *OHS&R Management System Guidelines*. The Contractor shall:

- (a) Submit the Project Specific Safety Management Plan, with Risk Assessment/Work Method Statements no later than 7 days before work commences.
- (b) Submit revisions to the Plan when necessary.

4.3 Risk Assessment/Work Method Statements

The Contractor shall prepare and implement Risk Assessment/Work Method Statements in accordance with the *OHS&R Management System Guidelines* for all work activities under the Contract.

The Risk Assessment/Work Method Statements shall be submitted to the Principal's Representative 7 days prior to the commencement of the Service.

4.4 Serious Accident and Dangerous Occurrence Reports

The Contractor must immediately notify WorkCover and the Principal's Representative of any serious accident or dangerous occurrence. Notification to WorkCover shall be in accordance with the *Occupational Health and Safety Act (Notification of Accidents) Regulation, 2000 (Section 86)*, using the prescribed form. A copy shall also be forwarded to the Principal.

If requested, the Contractor shall forward a written report to the Principal's Representative in a form nominated by the Principal's Representative.

4.5 Prohibition and Improvement Notices (PINs) and On-The-Spot Fines

The Contractor must immediately notify the Principal's Representative of any PIN or on-the-spot fine issued by WorkCover Authority. A copy of the PIN or fine notice and written details of the corrective action taken by the Service Provider to rectify the OH&S non-conformance and to prevent recurrence shall also be provided.

4.6 Audit

The Contractor shall make available, on request, all relevant OHS&R records for the purpose of audit and surveillance. The Contractor shall provide all reasonable assistance and be in attendance during these audits.

4.7 Principal's OHS&R Policies

The Contractor must adhere to the provisions of each Principal's OHS&R practices and policies. These provisions may be in addition to, but not in substitution of, any other OH&S requirement of any legislation or condition of contract. Failure to observe any OH&S requirement will be deemed a breach of the Contract.

Further OH&S information can be obtained from each Principal's OH&S Co-ordinator.

5. ENVIRONMENTAL REQUIREMENTS

5.1 Ecologically Sustainable Development

As required by the *Local Government Act 1993*, each Principal is committed to Ecologically Sustainable Development (ESD) - competitiveness through environmental, as well as social and economic aspects. The Contractor, where required, shall comply with these environmental requirements, in addition to all statutory requirements relating to environmental protection.

In accordance with the State Government's waste reduction and procurement policy for Local Government, the Contractor must endeavour to have a strategy for the return of unwanted packaging materials and the use of recycled materials.

5.2 Environmental Control

The Contractor must comply with the *Protection of the Environment Operations Act, 1997* at all times with respect to pollution from noise, air, water, land and waste sources.

The Contractor must respond immediately to any situation where environmental harm is, or likely to take place. Any pollution incident that causes, or is likely to cause harm to the environment shall be reported to the appropriate regulatory authority and to the Principal. Any fines imposed as a result shall be borne by the Contractor.

5.3 Monitoring

The Contractor is required during the term of the Contract to supply and operate all necessary equipment for monitoring leachate, gas emissions, dust, noise, sound, surface water and the like associated with the Sites. Monitoring is to be in accordance with NSW EPA requirements.

The Contractor shall develop and rehabilitate the sites in a manner that reduces loss of amenity and the risk of environmental harm. The Contractor shall monitor and maintain a program that ensures that the landfill does not pose a threat to the environment nor be a concern to the neighboring community.

6. INDUCTION TRAINING

6.1 Workers

Workers shall be provided, as a minimum, the following induction:

Project Specific Induction

Prior to commencing work, the Contractor shall ensure that all of its employees have been provided an OH&S induction that addresses safety issues specific to the project. The Contractor shall maintain records and provide copies to the Principal's representative when requested.

6.2 OH&S Induction Records

Before commencement of work, the Contractor shall submit to the Principal's Representative, in writing, verification that its employees have undertaken the required OH&S induction training. Verification will include the names of employees and the nature of the work. The Contractor will also maintain records of all project specific inductions.

6.3 Costs

All costs associated with persons attending these inductions will be the responsibility of the Contractor. The Principal will not make any payment for these costs as incurred by the Contractor.

7. CORRUPT GIFTS AND PAYMENT OF COMMISSION

The Contractor shall not offer or give or agree to give to any employee or representative of any Principal any gift or consideration of any kind as an inducement or reward for doing or refraining from or for having done any act in relation to the obtaining or execution of this or any other contract with the Principal or for showing or refraining from showing favour or disfavour to any person in relation to this or any other contract with the Principal.

8. ACCC AUTHORISATION

In the event that authorisation under section 88 of the Trade Practices Act 1974 (Cth) is sought from the ACCC for the operation of the Contract, the Contract will only come into force on the date that such authorisation is granted by the ACCC.