

WESTERNPORT WATER

Trading name for

WESTERNPORT REGION WATER CORPORATION

ABN 63 759 106 755

REQUEST for TENDER

for

TENDER NAME:

**NEWHAVEN SEWER PUMP STATION REPLACEMENT
SWITCHBOARD**

TENDER NUMBER:

2011/10

TENDERS CLOSE: 4pm Wednesday 26th October 2011 with

Managing Director

Westernport Water

2 Boys Home Road

NEWHAVEN, Victoria 3925

Note to Tenderers:

Tenderer's requesting Tender documents from the website shall register their contact details at westport@westernportwater.com.au to ensure receipt of Tender Addenda.

INDEX OF DOCUMENTS

The documents listed below and associated conditions of contract, contract specifications, schedules and drawings, whether attached hereto or not, constitute the Tender Documents.

The documents marked thus # are not included at tender stage but will be included in the Contract Documents.

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VERSION CONTROL	AUTHOR/DATE	REVIEW/COMMENT	DATE
Version 1	M Wyzenbeek 6/09/11	R McNamara	8/09/2011
Version 2	R McNamara 21/09/11	S Porter, M Wyzenbeek	4/10/2011

WESTERNPORT WATER

Trading name for

WESTERNPORT REGION WATER CORPORATION

ABN 63 759 106755

PART A - CONDITIONS OF TENDERING

for

TENDER NAME:

**NEWHAVEN SEWER PUMP STATION REPLACEMENT
SWITCHBOARD**

TENDER NUMBER:

2011/10

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REQUEST for TENDER DOCUMENTS

for

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

PART A - CONDITIONS OF TENDERING

Westernport Region Water Corporation (the "Principal") is seeking Tenders from Contractors for a project to carry out the fabrication, testing, installation and commissioning of the works necessary to implement the replacement of the existing electrical switchboard with a new electrical switchboard at the Newhaven Sewer Pump Station (Newhaven SPS).

The following information is to be read in conjunction with the Principal's **Technical Specification** contained in **Part B** of this request for tender and **Part C Conditions of Contract**. Where there is a conflict of information between clauses in the Technical Specification and the information in these 'Conditions of Tendering', the 'Conditions of Tendering' shall take precedence.

1 Background

The Principal is responsible for the provision of water supply and sewerage services to nearly 15,000 water and 14,000 sewerage customers located generally along the eastern side of Western Port, south east of Melbourne.

The Principal's region includes the mainland town areas of The Gurdies, Pioneer Bay, Grantville, Coronet Bay, Corinella, Bass, San Remo, Kilcunda, Daylston, Archie's Creek and the Phillip Island towns of Newhaven, Cape Woolamai, Sunset Strip, Surf Beach, Smiths Beach, Wimbledon Heights, Rhyll, Ventnor, Silverleaves and Cowes. The region also includes the interlinking farming areas which mainly support grazing and some horticulture.

The region is a major tourism destination for up to 3 million visitors from interstate and overseas each year. During the summer holiday period from December to February the population increases to over 50,000 on Phillip Island compared to a regular resident population of about 8,000 people.

The Principal has a wastewater pump station located at Newhaven in Phillip Island. The location of this pump station is detailed in the locality plans in **Appendix 1**. This pump station was constructed approximately 20 years ago. The switchboard at this pump station has deteriorated and is in need of replacement in order to improve pump station reliability and electrical safety. Photos of the existing pump stations are presented in **Appendix 2**.

The proposed switchboard is to be installed on the existing mounting slab and all operations that are controlled by the existing switchboard shall be incorporated into the proposed new switchboard.

2 Scope of Work

The Newhaven pump station consists of 3 pumps each of 13.5 kW configured to operate with 1 duty, 1 standby and 1 follow alternating. The pumps operate at a flow rate of 50 litres per second (l/s). The flow monitored over a 24 hour period in January 2009 indicated an approximate average daily flow rate of 12,000 litres. The existing switchboard includes pump starting operation based on level control and is monitored and controlled by a Control Microsystems SCADAPack 32 Controller.

The Principal requires a suitably qualified and experienced contractor to undertake the replacement of the existing electrical switchboard with a new electrical switchboard (the Works).

The Works include:

- (i) the provision of all labour and materials to design, manufacture and test a new electrical switchboard
- (ii) the provision of all labour, materials, equipment and transport to deliver, install, test and commission the new switchboard at the Newhaven Pump station
- (iii) the decommissioning and removal of the existing electrical switchboard from the site and the make good of the existing mounting block and pump chamber penetrations
- (iv) implementing work methods to ensure the continuous uninterrupted operation of the Newhaven pump station throughout the Works

Full details on the scope of Works, and the Principal's requirements are included in **Part B – Technical Specification** of the Request for Tender documents.

3 Contract Type

All Work required for the contract is to be provided in accordance with **Part C – Conditions of Contract** in this Request for Tender document.

The contract is an Australian Standard titled **AS4910-2002 General Conditions of Contract for the Supply of Equipment with Installation**.

4 Tender Submissions

The Tenderer shall complete **all Tender Forms** and include them with their Tender.

All tenders shall be addressed to:

The Managing Director
Westernport Water
2 Boys Home Road
NEWHAVEN, Victoria 3925

5 Tender Timetable

The Principal advises Tenderers that the following timetable will apply for the tender process:

ACTIVITY	DAY	DATE
Advertise RFT	Wednesday	5 th October 2011
Tender Closing Date	Wednesday	26th October 2011
Tender Interviews*	Wednesday	9 th November 2011
Announcement of Successful Tender *	Monday	21 st November 2011

* Subject to the Principal's approval processes

6 Tenderer Enquiries

All Tenderer's enquiries during the tender period should be directed in the first instance to:

Mr Mick Wyzenbeek, Technical Officer, Maintenance
 Westernport Water
 2 Boys Home Road, Newhaven, Victoria 3925
 Telephone: (03) 5956-4160, or 0409 162 321
 Facsimile: (03) 5956-4101
 E-mail: mwyzenbeek@westernportwater.com.au

Tenderers who wish to make a site inspection during the tender period can make the necessary arrangements by contacting the Principal's Representative.

7 Tender Lodgement

Tenders not lodged in the Tender Box by the designated tender closing time will not be considered by the Principal.

Tenders may be lodged by hand delivery, or by mail, or by e-mail or by facsimile (fax):

7.1 Hand Delivery and Mail Lodgement:	
Address of Tender Box	Tender Box, 2 Boys Home Road, NEWHAVEN, VICTORIA 3925
Tender Box Hours	8:30am – 5pm, Monday - Friday
Lodgement Requirements	<ol style="list-style-type: none"> 1. Tenderers shall include an electronic copy of the submission 2. It is the Tenderer's responsibility to ensure that mailed submissions reach the Principal in sufficient time to enable Principal staff to place them in the Tender Box before tender closing time.
7.2 Email Lodgement	
Address of Tender Box	tender@westernportwater.com.au

Lodgement Requirements	<ol style="list-style-type: none">1. The Tenderer shall ensure that the e-mail is received in sufficient time for Principal staff to print the documents and then place them in the Tender Box before the tender closing time.2. The Tenderer shall time/date stamp and post the original tender documentation to verify that the documents were emailed before the closing time.3. Confidentiality of emailed documents cannot be guaranteed	
7.3 Facsimile Lodgement		
Address of Tender Box	Fax number 03 5956 4101	
Lodgement Requirements	<ol style="list-style-type: none">1. The Tenderer shall ensure that the fax is received in sufficient time for the Principal's staff to place the documents in the Tender Box before the closing time.2. The Tenderer shall time/date stamp and post the original tender documentation to verify that the documents were faxed before the closing time.3. Confidentiality of faxed documents cannot be guaranteed	
7.4 Label on Tender Submissions		
The information to be marked on Tender submissions including envelopes, email message headers and facsimile cover sheets	Tender Name:	Newhaven SPS Replacement Switchboard
	Tender Number:	2011/10
	Tender Closing Time/Date	4pm 26 th October 2011

Failure to comply with these conditions will render the Tender non-conforming.

8 Discrepancies in Tender Documents

Upon receipt of the Tender documents the Tenderer shall immediately check that all pages and attachments of the Technical Specification and the accompanying documents have been received in legible form.

If a Tenderer becomes aware of any discrepancies or omissions in the documents, they shall immediately notify the Principal in writing, and such notice shall be not later than the day prior to tender closing time.

No claim will be recognised as resulting from failure to receive such documents, or receipt in incomplete or illegible conditions.

9 Differences in Tender Words and Figures

Where there is any difference between prices or amounts quoted in words and in figures, then the words shall prevail.

In the event that documentation comprising the Contract contains any discrepancy or inconsistency then the order of precedence shall be;

- i) Covering letters including any letter accompanying the tender, the tender forms, any Addenda issued to the Tenderers, and the letter of acceptance of the tender
- ii) Technical Specification
- iii) Drawings
- iv) The Conditions of Contract

10 Corrections

Any corrections made by Tenderers in any document forming part of their tender submission shall be made by ruling out the information to be omitted and inserting the corrected information. The Tenderer shall initial all such corrections.

11 Information Made Available to Tenderers

The Principal will make available any information relevant to the Works. However, this information is owned by the Principal and may not be complete or current. It is the Tenderer's responsibility to confirm and acquire any outstanding information required to complete the Tender.

12 Tenderers to Inform Themselves Fully

If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents they shall either:

- (i) ask the Principal for clarification, which clarification shall be valid only if issued in writing; or
- (ii) submit the Tender and include a statement of the interpretation upon which they rely and on which their Tender has been prepared

Any clarification given pursuant to this clause may also be issued to all other prospective Tenderers.

13 Responsibility for Works

If in the opinion of the Tenderer, any specified details of the proposed Works or programming are likely to prevent them from, or prejudice them in fulfilling any of their obligations under the Contract, they shall submit details thereof with their tender, shall tender primarily in accordance with the technical specification, and shall submit price variations and full details of the changes they suggest.

14 Tendering Considerations

14.1 Rise and Fall

Rise and fall adjustments shall not apply to this tender.

All prices shall be fixed for the duration of the Contract.

14.2 Monthly Payment Arrangements

Tenderers shall allow for progress payment claims to be processed monthly and payments to be made within 30 days of approval of the claims unless described otherwise in Part C of the Request for Tender documents.

The processing of payment claims shall be subject to the requirements of the Security of Payment Act (the Building and Construction Industry Security of Payment Act 2002 Victoria) legislation.

14.3 Insurance

Tenderers shall note that Principal Controlled Contract Works Insurance applies to this Contract; therefore Tenderers shall **not** include the cost of Contract Works Insurance in the pricing of preliminaries and overheads for the Works.

Tenderers shall provide evidence of the currency of insurances listed in **Schedule 11**.

14.4 Security Deposit

The successful Tenderer shall be required to lodge a security deposit with the Principal upon being awarded the Contract and before the Commencement Date of the Contract. The amount of the security deposit is as specified in Clause 5 of the Contract and in **Item 14 (a) of the Annexure Part A** of the Contract.

The security deposit shall be refunded in full at the date of Practical Completion unless the Contractor has defaulted in the performance of the Contract, in which case the Principal shall deduct sufficient monies to remedy the default from the security deposit before refunding the balance of the security deposit.

The security deposit shall be lodged with the Principal either in cash or in the form of a guarantee from an Australian financial institution.

The security deposit shall be in addition to retention moneys held by the Principal on progress payment claims as specified in Clause 5 of the Contract and Item 13 of Annexure Part A of the Contract

14.5 Tender Validity Period

The tender shall remain valid and open for acceptance for a period up to 90 days after the tender closing date.

15 Assessment of Tenders Received

An analysis of the tender will be undertaken based on the information provided in the tender documents, the information obtained at interviews and information obtained from referees and other official sources.

16 Tender Evaluation Criteria

The Principal will evaluate tenders on the basis of how adequately they meet the requirements for the Works as outlined in the Request for Tender

The intent of the evaluation criteria is to ensure that the Principal selects the tender that offers the best value for money.

Each tender shall be scored for how well it meets each requirement on a scale of 0 to 5 (with 5 being the best score).

The Principal has established weightings for each requirement. The weighting shall be applied to each score to give an overall score for each requirement.

Tenderers shall note that in this tender the following weightings will be applied to the information submitted in the tender responses:

Tender Criteria	Weighting %
Experience, References	20
Systems: OH&S, Quality, Environment	10
Construction Program, Risk Assessment, Project Plan,	10
Tender Price	60
Total	100

The Successful Tender will be the tender that achieves the highest weighted score.

17 Alternative Tenders

An alternative, non conforming tender may be submitted and will receive consideration provided a conforming tender is also submitted by the Tenderer. The Tenderer shall provide information to adequately describe the alternative tender and submit any further information that the Principal requests for the purpose of assessing the alternative tender.

The Tenderer shall clearly state the benefits associated with the alternative tender. There shall be significant advantage to the Principal and a sound basis for the alternative proposal if an

alternative tender is to be accepted.

Alternative tenders will be assessed using the same criteria as for the conforming tenders.

18 Informal Tenders

Any Tender may be rejected which does not comply with the requirements of, or which contains provisions not required by, the Request for Tender documents.

19 Acceptance of Tender

It is anticipated that the Principal will approve the successful Tenderer on the date listed in **Section 5**. The successful Tenderer will receive written notification as soon as practicable after that date.

Following the Principal's acceptance of the tender the Successful Tenderer shall execute the Contract and return it to the Principal for execution.

The Principal will not be bound to accept, designate or nominate the lowest or any tender for this Contract.

20 Document Ownership and Record Keeping

Documents that comprise the Tender submission will become the property of the Principal, and shall be stored by both the Tenderer and the Principal for the period of time specified in **Section 12 Public Records Act 1973** (PROV).

21 Victorian Industry Participation Plan (VIPP)

This tender is **not** subject to the requirements of the Victorian Industry Participation Policy (VIPP)

REQUEST for TENDER DOCUMENTS**for**

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

22 TENDERING FORMS and SCHEDULES

The documents upon which the Tenderer is to tender are all the documents contained in Part A, Part B and Part C of this Request for Tender.

The documents that shall be completed by the Tenderer and which will form part of the executed Contract are:

- Schedule 1: Tender Form
- Schedule 2: Schedule of Fixed Prices
- Schedule 3: Schedule of Rates for Plant and Equipment
- Schedule 4: Schedule of Rates for Key Personnel
- Schedule 5: Key Personnel, Sub-Contractors and Experience
- Schedule 6: Tenderer's OHS Management System & Questionnaire
- Schedule 7: Tenderer's Quality Assurance System
- Schedule 8: Tenderer's Project Management Plan and Risk Assessment
- Schedule 9: Tenderer's Construction Environment Management Plan
- Schedule 10: Tenderer's Construction Program and Cash Flow Forecast
- Schedule 11: Tenderer's Evidence of Insurances and GST Registration
- Schedule 12: Letter of Acceptance[#]
- Schedule 13: Form of Formal Instrument of Agreement[#]
- Schedule 14: Not Used

Note: Tenderers shall complete all the Tender forms, except those marked [#], and lodge them as per Clause 5 of these Conditions of Tendering.

REQUEST for TENDER DOCUMENTS

For

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

SCHEDULE 1: TENDER FORM

Name of company tendering Name of person(s) At Address ABN Hereby tender(s) to perform the Work for Westernport Region Water Corporation ABN 63 759 106 755
Description of Works	Tender No. 2011/10: – NEWHAVEN SPS REPLACEMENT SWITCHBOARD
For the Fixed Price Lump Sum of (GST Exclusive)	The amount of \$.....(figures)words)
List Documents	All documents, including tender forms, Technical Specifications, drawings and contract conditions detailed in the <i>Request for Tender, Newhaven SPS Replacement Switchboard, Tender No 2011/10.</i>
If the Tenderer is a firm, two (2) individual members full names (and sign below)
Dated	This..... day of2011
Signature(s) of Tenderer

REQUEST for TENDER DOCUMENTS

For

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

SCHEDULE 2: SCHEDULE of FIXED PRICES

Tenderers shall complete the Schedule shown in the attached Excel format spreadsheet:

Item	Description	Amount (\$) (GST Exclusive)
	Preliminaries, site surveys	
1	Design, construction and bench testing of new electrical switchboard	
2	Installation of new electrical switchboard	
3	Decommissioning and removal of existing electrical switchboard	
4	Testing and commissioning of all installed equipment	
5	Provision of Spare Parts	
6	Total Lump Sum Price(GST Exclusive)	

Notes to Tenderers:

- (i) Tenderers must give a detailed listing of all exclusions, including elements of costs which may be excluded from the tendered rates.
- (ii) The dollar amounts shown on the Schedule shall:
 - a. Be in Australian dollars and GST exclusive
 - b. Include the Contractor's general obligations, overheads, profit, liabilities, excluding the cost of Contract Works Insurance
 - c. Include the cost of complying with the provisions of the Conditions of Contract, where not separately itemised in another Schedule
- (iii) Payment Claims made under the Contract shall be based on the proportion of each item in the Schedule of Prices that is supplied, installed and commissioned during the Claim period.

REQUEST for TENDER DOCUMENTS**for**

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

SCHEDULE 3: SCHEDULE of RATES for PLANT AND EQUIPMENT

The Tenderer is required to state its charges per hour for the various classifications of plant and equipment it proposes to use.

The rates set out in this Schedule will be used to determine the value of Contract Variations.

1. All rates shall to be in Australian dollars exclusive of GST.
2. All rates and charges shall include on-costs and all associated allowances, including allowances for profit and overheads.

Description of Plant or Equipment	Make / Model	Rate(\$/hr) Excl GST

REQUEST for TENDER DOCUMENTS**for**

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

SCHEDULE 4: SCHEDULE of RATES for PERSONNEL

The Tenderer is required to state its labour charges per hour for the various classifications of personnel it proposes to use.

The rates set out in this Schedule will be used to determine the value of Contract Variations.

1. All rates shall to be in Australian dollars exclusive of GST.
2. All rates and charges shall include on-costs and all associated allowances, including allowances for profit and overheads.

Name of Personnel	Title	Role	Rate(\$/hr) Excl GST

REQUEST for TENDER DOCUMENTS**for**

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

SCHEDULE 5: KEY PERSONNEL, SUBCONTRACTORS, EXPERIENCE & REFEREES

Tenderers are required to submit details of their proposed Key Personnel, the parts of the works that will be performed by sub-contractors and the Tenderers relevant experience in the following tables.

Tenderers shall also provide:

- (i) a chart of their company structure showing the relevant personnel
- (ii) a list of relevant recent projects

Schedule 5.1: Key Personnel

The Tenderer shall describe the specific classification and skills of their team members who are deemed necessary to be engaged on the Works.

Role	Name of Person	Qualifications, Accreditations, Experience:

Schedule 5.2: Nominated Sub-Contractors

The Tenderer is required to nominate those parts of the Works it proposes to subcontract and details of the Sub-contractors it proposes to engage:

Work/Role Sub-Contracted	Sub-Contractor,	Contact Person	Contact Person Phone

Schedule 5.3: Experience and Referees

The Tenderer shall provide a list of recent projects of a similar nature it has undertaken and provide names and contact details of three (3) referees for the Tenderer's company and the nominated sub-contractors (if applicable):

Tenderer's Client	Project Description	Referee	Phone No
Sub-Contractor's Clients	Project Description	Referee	Phone No

REQUEST for TENDER DOCUMENTS**For****NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD**

SCHEDULE 6: TENDERER'S OHS MANAGEMENT SYSTEM & QUESTIONNAIRE

Tenderers shall provide their company Occupational Health and Safety Management System with the Tender response including evidence of any accreditations for the system (eg AS/NZ 4801 OH&S Management System).

Tenderers shall complete the certification schedule and the questionnaire on the following pages. This questionnaire forms part of the tender evaluation process.

Tenderers shall complete the questionnaire to provide an overview of the status of the Tenderers' OHS Management System which shall form the basis of audits during the Works.

TENDERER OHS CERTIFICATION**Certification**

The information provided in this questionnaire is an accurate summary of the Tenderer's OHS Management System.

Tenderer's Name:

.....

Status of Health & Safety Management System (please tick as appropriate)

1. ☐ Pre-qualified Department of Infrastructure (DOI) Construction Supplier Register
2. ☐ Pre-qualified VicRoads Registration Scheme
3. ☐ 3rd Party Accredited OHSMS (specify.....)

Provide a copy of current certificate of accreditation

If any of the above apply, then complete only Parts 6.3 and 7 of the questionnaire

If none of the above apply, then complete all items of the questionnaire

4. ☐ Assessment of Tenderer's system to be made by Westernport Water

Signed:

.....

Name:

.....

Position:

.....

Date:

Contract Details

Contract Name:

Contract Number:

Newhaven SPS Replacement Switchboard 2011/10

TENDERER OHS MANAGEMENT SYSTEM & QUESTIONNAIRE

Tenderers shall provide detailed responses about their OHS Management System in the following questionnaire.

		Yes	No
1	OHS Policy and Management		
1.1	Is there a written OHS policy?		
	<i>If yes provide a copy of policy. Comments.</i>		
1.2	Has the Contractor previously had an OHS Management System certified/accredited by a recognised independent authority (eg: SafetyMAP, NSCA, etc)?		
	<i>If Yes provide details</i>		
1.3	Is there an OHS Management System manual or plan?		
	<i>If yes provide a copy of contents page(s). Comments</i>		
1.4	Are OHS responsibilities clearly identified for all levels of staff?		
	<i>If Yes provide details:</i>		

		Yes	No
2	Safe Work Practices and Procedures		
2.1	Has the Contractor prepared safe operating procedures or specific safety instructions relevant to its operations?		
	<i>If yes, provide a summary listing of procedures or instructions.</i> <i>Comments</i>		
2.2	Does the Contractor have any permit to work systems?		
	<i>If Yes, provide a summary listing or permits:</i>		
2.3	Is there a documented incident investigation procedure?		
	<i>If Yes provide a copy of a standard incident report form.</i>		
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the Contractor or supplied to the Contractor?		
	<i>If Yes, provide details</i>		
2.5	Are there procedures for storing and handling hazardous substances?		
	<i>If Yes, provide details</i>		

		Yes	No
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		
	<i>If Yes, provide details</i>		
3	OHS Training		
3.1	Describe how OHS training is conducted in your organisation		
3.2	Is a record maintained of all training and induction programs undertaken for employees in your organisation?		
	<i>If Yes, provide examples of safety training records</i>		
4	OHS Workplace Inspection		
4.1	Are regular OHS inspections at worksites undertaken?		
	<i>If Yes, provide details:</i>		

		Yes	No
4.2	Are standard workplace inspection checklists used to conduct OHS inspections?		
	<i>If Yes, provide details or examples:</i>		
4.3	Is there a procedure by which employees can report hazards at workplaces?		
	<i>If Yes, provide details</i>		
5	OHS Consultation		
5.1	Is there a workplace OHS committee?		
5.2	Are employees involved in decision making over OHS matters?		
	<i>If Yes, provide details</i>		
5.3	Are there employee elected representatives?		
	<i>Comments</i>		

		Yes	No
6	OHS Performance Monitoring		
6.1	Is there a system for recording and analysing OHS performance statistics?		
	<i>If Yes provide details:</i>		
6.2	Are employees regularly provided with information on your organisation's OHS performance?		
	<i>If Yes, provide details:</i>		
6.3	Has the Contractor ever been convicted of an occupational health and safety offence?		
	<i>If Yes, provide details:</i>		
7	References for OH&S		
7.1	Please provide information for three (3) recent projects in the table below which the Principal shall contact for reference purposes		
	Project 1	Project 2	Project 3
Project Description			
Client Name			
Client Contact			
Client Phone No			
Number of person days on contract			
Number of lost time injuries			
Total person days lost due to injuries			

REQUEST for TENDER DOCUMENTS**For****NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD**

SCHEDULE 7: TENDERER'S QUALITY ASSURANCE SYSTEM

Tenderers shall provide their company Quality Assurance System with the Tender response including evidence of any accreditations for the system (eg AS/NZS ISO 9001 Quality System).

Tenderers shall provide evidence of the following in their tender response:

1. How the Contractor shall maintain procedures and processes that ensure the accuracy of work and the immediate communication of any problems in the performance of the Works described in the ***Technical Specification***.
2. Evidence of all quality accreditations held by the Contractors, the Contractor's employees and the sub-Contractors.

REQUEST for TENDER DOCUMENTS**For****NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD**

SCHEDULE 8: TENDERER'S PROJECT MANAGEMENT PLAN and RISK ASSESSMENT

Tenderers must provide their company Project Management System with the Tender response and the proposed draft Project Management Plan for the Works which must include:

- i) work methodologies and construction techniques proposed; and
- ii) procedures applicable to risk assessment and risk management methodologies associated with implementing the Works outside of Quality, OH&S and Environmental Management

(To be inserted after the Contract is awarded)

The Successful Tenderer shall prepare a detailed Project Management Plan which shall be submitted to the Superintendent for review within two (2) weeks of Commencement Date of the Contract.

REQUEST for TENDER DOCUMENTS**For****NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD**

SCHEDULE 9: TENDERER'S CONSTRUCTION ENVIRONMENT MANAGEMENT PLAN (CEMP)

Tenderers must provide their company Environmental Management System with the Tender response.

(To be inserted after the Contract is awarded)

The successful tenderer shall prepare a Construction Environment Management Plan (CEMP) which shall identify and document potential environmental hazards and the corresponding measures for prevention and management.

The Contractor shall implement procedures to avoid environmental damage during construction of the Works as detailed in the CEMP.

CEMP Content

The CEMP shall cover, but shall not be limited to, the following items in the Construction works:

- i) Works Environmental Policy;
- ii) Flora and Fauna protection;
- iii) Environmental Complaints, Training and Audits;
- iv) Landscaping/Remediation Works;
- v) Water Quality, Erosion and Sedimentation Control;
- vi) Air Quality and Dust Suppression;
- vii) Expected noise levels and attenuation measures;
- viii) Prevention of waste entering any surface water environments;
- ix) Waste disposal and management;
- x) Emergency/Contingency Action Plans;
- xi) Cleanup of spills and site remediation;
- xii) Ground Vibration; and
- xiii) Statutory Approvals

The Contractor's CEMP shall be submitted to the Superintendent for review at least two (2) weeks prior to the planned date of commencement of Works on the site.

REQUEST for TENDER DOCUMENTS**For****NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD**

SCHEDULE 10: TENDERER'S CONSTRUCTION PROGRAM and CASH FLOW FORECAST

Tenderers are to provide a preliminary Construction Program (MS Project or equivalent) that outlines the proposed construction and commissioning timetable as well as any other significant dates such as hold points and milestone dates with the Tender.

Also, the Tenderer must provide a forecast of monthly cash flows up to, and including, Practical Completion for the Works.

(To be inserted after the Contract is awarded)

The Contractor shall submit a Construction Program and cash flow to the Superintendent within two (2) weeks of Commencement Date of the Contract.

REQUEST for TENDER DOCUMENTS**For****NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD**

SCHEDULE 11 – TENDERER’S INSURANCE POLICIES & GST REGISTRATION**11.1 GST**

Tenderers shall provide proof of registration for GST.

11.2 Insurances

The Tenderer is required to provide evidence and currency of its insurance policies in the following table.

Insurance Type	Insured Amount (\$)	Expiry Date	Insurer
Public Liability			
Workers’ Compensation (Work Cover)			
Long Service Leave & Superannuation			

Note to Tenderers:

The Principal shall provide Principal Controlled Contract Works Insurance for the Works. Tenderers **shall exclude** the cost of Contract Works insurance from their Tender prices.

The Successful Tenderer shall supply the Principal’s Representative with the current policy details for each Insurance Type within two (2) weeks of the Commencement Date

REQUEST for TENDER DOCUMENTS

For

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

SCHEDULE 12: LETTER OF ACCEPTANCE#

Letter of Acceptance (Not Attached)

(To be inserted, when contract is awarded)

SCHEDULE 13: FORM of FORMAL INSTRUMENT OF AGREEMENT#

Form of Formal Instrument of Agreement AS 4950-2006 (Not Attached)

(To be inserted, when contract is awarded)

REQUEST for TENDER DOCUMENTS

For

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

SCHEDULE 14: NOT USED

WESTERNPORT WATER

Trading name for

WESTERNPORT REGION WATER CORPORATION

ABN 63 759 106755

PART B – TECHNICAL SPECIFICATION

TENDER NAME:

**NEWHAVEN SEWER PUMP STATION REPLACEMENT
SWITCHBOARD**

TENDER NUMBER:

2011/10

REQUEST for TENDER DOCUMENTS

For

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

PART B – TECHNICAL SPECIFICATION

This **Part B – Technical Specification** describes the scope of works required and standards applicable in the installation of the Newhaven Sewer Pump Station Replacement Switchboard (the Works).

1. GENERAL

1.1 Works Overview

Westernport Water (the Principal) has a wastewater pump station located at Newhaven on Phillip Island. This pump station was constructed approximately 20 years ago. The switchboard at this pump station has deteriorated and is in need of replacement in order to improve reliability and electrical safety.

The location of the pump station is detailed in the locality plan in **Appendix 1**. Photographs of the existing pump stations are presented in **Appendix 2**.

The proposed switchboard is to be installed on the existing concrete slab and all operations that are controlled by the existing switchboard shall be incorporated into the proposed new switchboard.

The Newhaven Sewer Pump Station (SPS) consists of 3 pumps of 13.5 kW capacity (1 duty, 1 standby and 1 follow alternating) which operate at a flow rate of 50 L/S. The flow monitored over a 24 hour period in January 2009 indicated an approximate average daily flow rate of 12,000 Litres. The existing switchboard includes pump starting operation based on level control and monitoring and control by a Control Microsystems SCADAPack 32 Controller.

The Principal's objectives in undertaking the Works are;

1. the design, construction and installation of the Works shall be in accordance with these Specifications
2. the installation, testing and commissioning shall be achieved without disruption to the operation of the SPS
3. The Works will be completed before 31st May 2012

The Works required by this Technical Specification shall be provided in accordance with the contract conditions defined in **AS4000-1997 General Conditions of Contract**.

1.2 Scope of Works

The Works for this contract comprises the provision of all materials, plant and labour for the design, manufacture, testing, delivery, installation and commissioning of a new electrical switchboard and associated works (that will replace an existing electrical switchboard) at the Newhaven SPS, including but not limited to, the following components of the Works:

- (i) Preparation of all Plans and Programs required at project commencement as defined in the Specification
- (ii) Design, manufacture and factory testing of a new electrical switchboard and associated works
- (iii) Provision of design drawings for Superintendent approval prior to manufacture commencing
- (iv) Delivery to site and installation of the new electrical switchboard
- (v) Reconnect the existing MJK 3400 Hydrostatic Transducer level control device
- (vi) Supply and installation cable glands and terminators.
- (vii) Supply and Installation of 3 X 22KW Danfoss VLT Aqua drive FC 200 Variable Speed Drives into the new switchboard with remote mounting local control panel and cable
- (viii) Supply and installation of Distribution Circuit breakers and Residual Current Devices
- (ix) Supply and installation of SCADAPack controllers with extension module, HMI, UPS, 12VDC- 24VDC converters, relays, timers, phase fail relays, voltage meters, switch gear, switches, 4-20Ma current transducers (CTs), Generators/Mains change-over switch, distribution buss bars, circuit breakers, indicators, interface cables, terminals, 65Amp/H batteries, re-routing of telemetry antenna cable and telemetry I/O cables to new switchboard location
- (x) The installation and supply of mains cable and conduits sized to future requirement (3X22KW Pumps)
- (xi) The supply and installation of a new high level alarm float
- (xii) Supply and install a generator connection inlet and interlocking change-over switch mains/off/generator compatible to Wilco WMP563R
- (xiii) Wiring of existing pumps, generators and all other final sub circuits and controls to the new switchboard
- (xiv) Remove the existing radio equipment including Trio radios and all required wiring from the existing switchboard and relocate it into the new switchboard

- (xv) The arrangement with electricity supplier SPAusnet of change-over Mains Cable and metering
- (xvi) Commissioning of the new switchboard
- (xvii) Removal and disposal of the existing electrical switchboard
- (xviii) Preparation of as constructed drawings
- (xix) Preparation of an asset register
- (xx) Preparation of Work Method Plans to ensure continuity of operation of the pump station during the Works (The Principal can supply a 85 KVA standby Generator if needed)
- (xxi) All ancillary items that may not be specified in detail in the Specification but which are necessary for the completion of the Works

The Contractor is responsible to maintain the continuity of operation of the pump station on a 24 hours/7 days per week basis and therefore shall make allowance in the work methods and pricing to manage sewage flows during the removal of the existing switchboard and during installation of the new switchboard.

The control and monitoring system will be a SCADAPack controller 32A and SCADAPack 5606 Extension module with Proface HMI and Trio radio with a 65 Amp/H battery. All control logics and HMI programming will be downloaded to the devices after the Contractor has received the items at their premises. The level device to be installed by the Contractor will be a MJK 3400 0-10 Meter Pressure Transmitter suitable for sewage pump stations.

Before leaving the Contractor's factory, the switchboard and control system will be tested using simulation devices. The simulation will be supervised by the Superintendent and the switchboard shall operate correctly before being delivered to the site.

The switchboard will be sized both physically and electrically for the future upgrade to 3 by 22 KW centrifugal pumps.

Allowances are to be made for the sizing of all items associated with the switchboard including, The Main Supply Cable and conduits, the main switch, the generator switches, the switchboard main bus, the motor circuit breakers, the Variable Speed Drives (VSDs), the wiring and all other required items to accommodate 3 future 22 KW pumps.

In order to prevent sulphide gas entry into the new switchboard all pump, level transducers, float switches and flow meter cables wired to the existing switchboard will enter the bottom of the switchboard via a gland plate with each cable being individually glanded.

The Contractor will supply and install 3 X 22 KW Danfoss VLT Aqua drive 200 VSDs With local control panel and remote mounting kit.

The Contractor shall remove the existing TRIO radio and all associated equipment and wiring (including the antenna and mast) from the old switchboard and reinstate them in the new switchboard.

All Works shall be undertaken in accordance with the Principal's generic **Electrical Specification** which is contained in **Appendix 3**.

The attached drawings in **Appendix 4** are provided for a guide to the control and wiring, all sizing of main switches, circuit breakers, buss bars, cables and motor control gear are to be designed for the individual requirements of the Newhaven SPS switchboard.

1.3 Structure of this Specification

For the convenience of administration of the Contract, the Specification of the Works has been separated into parts. The main body of the Specification contains the elements that are specific to the Replacement Newhaven SPS Switchboard. The Principal's generic **Electrical Specification** is contained in **Appendix 2** of the Specification.

The details in the Appendices are not "stand-alone" specifications; they must be read and actioned in conjunction with the main body of the Specification.

1.4 Work by Others

There are several items of work associated with this Contract which are to be undertaken by others, inclusive of the following:

- (i) The Principal will provide I/O drawings for the SCADAPack RTU programming and HMI programming after the Contractor has received the SCADAPack and HMI controller

1.5 Control Philosophy

In order to provide the high level of reliability and security appropriate to a sewer pump station, the operating system shall be a SCADAPack P4A-105-01-0 with a SCADAPack 5606-24 IO module interfaced to a Proface AGP3302-B1-D24 HMI and a Trio M Series Radio.

The PLC will operate the pumps according to the levels set in the pump station wet well and shall include the following:

- (a) High alarm
- (b) Pump 2 on
- (c) Pump 1 on
- (d) Pump 2 off

- (e) Pump 1 off
- (f) Low level alarm
- (g) SCADA activate Pump 1
- (h) SCADA Activate Pump 2
- (i) SCADA Reset Pump 1
- (j) SCADA Reset Pump 2

The existing level control system device shall be replaced by a Hydrostatic level transducer (MJK Pressure transmitter 3400) interfaced to the SCADAPack controller.

The pumps will operate on duty/standby operation and will alternate duty. If one pump is turned off the duty shall not alternate. If the phase fail relay has operated, both pumps will be disabled. If a High-High Level is reached turn on pump 1 if after 10 Min it is still High-High turn on pump 2 (Hard wire no PLC logic)

The overload and thermistor reset functions shall be operated through RTU.

All alarms including the high level alarm shall be controlled and operated via PLC.

The "High-High level" alarm shall be through the battery back up system directly to the telemetry input.

The depth of Newhaven pump station pump well is 4.6m, and the wet well level shall be indicated on the operator interface

1.5.1 Alarms and Indicators

1.5.1.1 The switchboard shall include the following:

- (i) Low level alarm
- (ii) Wet well high level
- (iii) PLC power failure
- (iv) Station power failure
- (v) Pump No 1 Fault
- (vi) Pump No 2 Fault
- (vii) Intrusion Alarm
- (viii) Generator running

- (ix) Generator Fault

1.5.1.2 The switchboard panel shall incorporate lights or meters to indicate the following:

- (i) Pump No 1 running
- (ii) Pump No 1 Fault
- (iii) Pump No 2 Running
- (iv) Pump No 2 Fault
- (v) Volt meters – incoming supply

Reset buttons shall be installed to reset the indicators listed above.

Power failure alarms shall operate within 30 seconds of power failure

1.6 Contractor's Design Drawings

The Contractor shall submit Drawings and Specifications for approval or acceptance by the Superintendent in accordance with the requirements of this Clause.

Drawings and Specifications shall comprise schematic and shop drawings, installation drawings, detail drawings, specifications, descriptions, descriptive data, calculations, samples, test results, certificates, manufacturer's instructions, parts lists, installation procedures and such other documentation as may be required by the separate Clauses of this Specification. Such Drawings and Specifications shall show sufficient detail to permit assessment, acceptance and comprehensive factory and field inspection of all items and parts of the Works.

Within two (2) weeks from the date of acceptance of the contract and prior to fabrication, the Contractor shall submit the following drawings for approval by the Superintendent:

- (i) Pump starter and control schematic
- (ii) ELV control and telemetry interface schematic
- (iii) Switchboard labels size and layout
- (iv) Switchboard construction details with general layout and equipment arrangement details.

The Contractor's drawings shall be prepared by competent draftsmen generally in accordance with the recommendations set out in AS 1100 *Technical drawing*.

- (a) All drawings shall show be prepared on the Principal's standard drawing title block

- (b) A blank space 75 mm × 100 mm wide shall be provided in the lower right quadrant of each drawing for the Superintendent's acceptance stamp and provision shall be made for details of revisions to be recorded.
- (c) All drawings shall be checked and signed by a competent checker and shall be approved and signed by a responsible representative of the Contractor prior to submission. Drawings not so endorsed will not be accepted.
- (d) Two copies of the required drawings shall be submitted by the Contractor to the Superintendent for acceptance. One copy will be returned to the Contractor endorsed as accepted, accepted subject to notation or resubmit. When accepted, the Contractor shall make any alterations required by notations and submit to the Superintendent three (3) copies of each such drawing.
- (e) In addition to the 'hard' copies of drawings to be provided by the Contractor in accordance with this Clause, all final drawings shall also be provided in digital format compatible with AutoCAD 2000.

The Contractor shall also prepare "as-constructed" drawings at Practical Completion in accordance with **Section 10.10 of Part B Technical Specification**.

2. CONTRACTOR'S OBLIGATIONS

2.1 General

The work under the Contract includes construction of the Works. The Principal is relying upon the Contractor to carry out this work.

2.2 Conflicts in Principal's Documents

If a provision (other than an omission) in the Principal's documents conflicts with any other requirement in this Specification, then before commencing that aspect of the Work, the Contractor shall notify the Superintendent in writing of the conflict. The Superintendent will then give a direction to the Contractor on which document takes precedence.

In the event of any discrepancy or inconsistency in the documents, then the order of precedence shall be:

- (i) Covering letters including the letters accompanying the Tender, the Tender forms, Tender Addenda, and the Letter of Acceptance of the Tender,
- (ii) Specification
- (iii) Drawings
- (iv) AS4910 - 2002 General Conditions of Contract for Supply of Equipment with Installation

2.3 Impact of the Works

The Contractor shall ensure that the stability of the Principal's sewerage system is not compromised by the programming of the Works, and the Contractor shall prepare work methods and risk assessments in consultation with the Principal's Operations staff before commencing any shut down or change-over procedure at the site.

The Work Method Plan must include the start date, duration and the process for liaison, and shall be endorsed by Principal's Operations staff prior to submission to the Superintendent for approval. Work shall not commence until approval has been granted by the Superintendent.

The Superintendent will provide details of the Principal's Operations staff to the Contractor as soon as practicable after Commencement Date.

The Contractor shall ensure that the installation of the Works does cause danger to the public who use the public walking pathway that is located adjacent to the site, and if necessary, shall provide temporary deviation of the pathway during the Works to the satisfaction of Bass Coast Shire Council.

3. CONTRACT INTERFACES

3.1 Interfacing with the Principal's Operations

Where interfacing is required with existing Principal's assets the Contractor must make full preparation and seek approval of the Superintendent at least 5 working days in advance of the work being undertaken. Preparation shall include liaison with Principal's Operations staff and documentation of a comprehensive Work Method Plan.

All interfacing works are to be shown on the Works Program and shall include the Contract Hold Points.

All costs incurred in the interfacing Works shall be borne by the Contractor.

4. INFORMATION TO BE PROVIDED PRIOR TO COMMENCEMENT**Within Two Weeks of Commencement Date**

The Contractor shall submit to the Superintendent within two (2) weeks of Commencement Date of the Contract a Project Management Plan inclusive of the following:

- (i) A Works Program including testing and commissioning schedules
- (ii) A forecast of monthly cash flows from start date to the end of Defects Liability period
- (iii) An Occupational Health and Safety Coordination Plan
- (iv) A Quality Plan (including Audit program)
- (v) Copies of Certificates of currency for all insurances
- (vi) Provide the names of the Contractor's attendees for Project Control Group meetings

Two Weeks Prior to Construction Commencement on Site

- (i) A Construction Environment Management Plan (CEMP)
- (ii) A Works and Risk Management Plan showing identified risks, proposed elimination and/or management of the risk, relevant work methodologies and JSA plans, and any other procedures applicable to the Works in addition to Quality, OH&S and Environmental Management

5. WORKS PROGRAM

5.1 Contract Hold Points

The designated hold points in this Contract are:

- (a) No change-overs shall occur between 23rd December 2011 and 29th January 2012.

A Hold Point shall apply until approval to proceed is given by the Superintendent. Approval to proceed by the Superintendent does not alleviate any responsibility of the Contractor under this Contract, nor does it cause a delay to the Contract.

5.2 Works Program Requirements

Within 10 days of Contract commencement the Contractor shall provide to the Superintendent for review, a detailed Works Program illustrating the planned sequence and timeframe of the Works.

The Program shall be in the form of a critical path work and shall include dates for starting and completion of the various activities including the planned date for Practical Completion of the Works, and meet the following minimum requirements:

- (i) Proposed order of Works activities and their planned start and completion dates
- (ii) Due allowance shall be made for Inclement weather, Annual Leave, Public Holidays, and roster days,
- (iii) Contract Hold points and the designated "Hold Points" described in **Section 5.1** above

Subsequent to written authorisation by the Superintendent to commence construction activities at the Site the Contractor shall provide not less than seven (7) days notice in writing before occupying or commencing work on the Site.

The Program shall be updated by the Contractor every four (4) weeks, or when requested by the Superintendent, to ensure that the Superintendent has available the following at all times:

- (a) The current status of the Works.
- (b) The agreed program of future work, including the Contractor's proposed action to complete the Works on time.
- (c) Action to be taken to avoid foreseeable delays.

Where the Superintendent requires changes to the Program the Contractor will be given 7 days notice in writing, and the changes to the Program shall be implemented at no extra cost to the Principal.

6. PROJECT REPORTING

The project shall have three (3) levels of meetings.

6.1 Monthly Project Control Group Meetings (PCG)

These are formal meetings with agendas and minutes prepared and distributed by the Contractor and shall be held from the date of Commencement to Practical Completion. The Contractor's Representative shall consult with the Superintendent to determine the location, date and timing and participants of the meetings

6.2 Fortnightly Progress Meetings

These are less formal meetings with agreed action points recorded and distributed to participants by the Contractor and shall be held throughout the duration of the Works.

6.3 Weekly meetings

Weekly meetings shall be held during performance testing.

6.4 PCG Meeting Guidelines

The Contractor shall provide the following information for each monthly PCG meeting for the preceding calendar month's Works and distribute it to the participants by the seventh (7th) working day of each month:

- (a) a written summary on the progress and quality of the Works completed
- (b) an assessment of performance against the Endorsed Works Program and the Target Dates;
- (c) a summary of the value of Works completed and a spreadsheet of future projected progress payments payable;
- (d) a schedule of Quality Assurance Non-conformances;
- (e) status reports, including lost time injuries, safety and environmental reports
- (f) a progress report on all commissioning activity or performance testing activity and the results thereof;
- (g) compliance with all Performance Requirements during the preceding month;
- (h) any other matter relating to the work and compliance with the Contract

For the purposes of budgetary control and assessment the Contractor shall update the forecast of monthly cash flows to match the updated Program.

The Contractor shall prepare written reports for these meetings and circulate these to all meeting attendees as an Agenda at least 5 working days before the meeting is to be held.

The Contractor shall take written minutes of the decisions made at each meeting. The minutes shall be distributed to all meeting attendees as soon as possible after each meeting.

Within two (2) weeks of the Commencement of the Contract the Contractor and the Principal's Representative shall agree on those people who shall attend the meetings.

The meetings will be held at the Principal's Administrative Offices in Newhaven

7. INTEGRATED MANAGEMENT SYSTEM

The Contractor shall prepare and maintain an Integrated Management System that incorporates the Contractor's Quality, Safety, Environmental, Project and Risk Management plans.

7.1 Accreditations

The Contractor must, at a minimum, supply evidence of accreditation and/or membership with an appropriate industry body such as the National Electrical Contractors' Association

A quality accreditation such as AS/NZS ISO 9001 Quality System is desirable but not mandatory.

7.2 General Requirements

The Contractor must also:

- (i) nominate an appropriately qualified quality representative;
- (ii) develop project specific quality and environmental plans for this project and audit compliance with these plans;
- (iii) certify the quality of work undertaken;
- (iv) demonstrate compliance with all conditions of the Victorian Occupational Health and Safety Act 2004 and the Victorian Construction Industry Code
- (v) ensure that any sub-Contractors engaged by the Contractor comply with the requirements of the Contract and the Quality Assurance and Environmental Management Programs; and
- (vi) accept the Superintendent's role as a customer of the Contractor and as a second party auditor of the Contractor's Quality System

7.3 Works Quality Plan

The Works Quality Plan for the Contract shall incorporate Quality Assurance and Quality Control procedures, but not necessarily be limited to, the following:

- (i) Material supply, manufacture and construction carried out by the Contractor and any of its sub-Contractors. Materials and equipment shall be new and of a quality at least equal to that specified. Wherever practicable, materials and equipment shall be of Australian manufacture.
- (ii) All work shall be carried out by suitably qualified persons having experience and training in the particular types of work to be executed.

- (ii) A procedure for internal auditing of the Quality Assurance Plan by the Contractor;
- (iii) The Quality Control tests and inspections regime to ensure the quality of a product as required by the Contract;
- (iv) Traceability procedures which shall include a means of identifying in the Works, the location of all materials represented by a sample which has undergone a quality test.

The Contractor's Quality Assurance Plan must provide for the verification and certification of the quality of all construction, installation, operations, and maintenance and/or repair activities undertaken by the Contractor as part of the Contract.

The Contractor shall submit an audit program to the Superintendent for endorsement and implement the endorsed audit program and provide regular audit reports to the Superintendent.

The Contractor shall develop a Works Quality Plan as detailed in **Schedule 8 Part A, Conditions of Tendering**.

7.3.1 Quality in the Absence of Detailed Specification

Whenever the Contractor supplies materials or manufactured articles or does work for which no detailed Specifications are provided, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation or, if not ordinarily carried in stock, shall conform to the best accepted standard of the relevant trade for articles of the kind required with due consideration of the use to which these are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best accepted standard of construction and equipment of the Works as a whole or in part.

All materials used for the Works shall be new and fit for the intended purpose. The Contractor shall supply and deliver all materials required for construction of the Works under this Contract. Materials and coatings not covered under the Specification shall be verified by the Contractor as to their suitability to achieve the required design life. The Superintendent may request evidence of such verification from the Contractor.

7.4 Occupational Health and Safety Coordination Plan

7.4.1 General

The Contractor shall be responsible for any accidents or incidents arising from activities carried out under this Contract. Incident Management or Emergency Response Plans (ERP) shall follow Principal's procedures which are set out in **"Incident and Emergency Management Plan"**, reference **INT09-05772** which the Superintendent shall supply to the Contractor at Commencement.

The Contractor's ERP shall be prepared in liaison with, and co-ordinated through, a

Principal's representative, as agreed with the Superintendent. Any liaison with Regulators or Authorities shall be undertaken by the Contractor.

The Contractor shall accept responsibility for control of safety at the workplace. Knowledge of the current Victorian and Australian Occupational Health and Safety Acts, Regulations, Codes of Practice, Australian Standards and other relevant legislation applicable to the health and safety for the Works must be held by persons nominated to undertake the safety responsibilities for the Works. Such persons must:

- (a) be currently qualified as an OH&S Officer in Victoria;
- (b) have experience and background in the Building and Construction Industry;
- (c) have up to date knowledge of Australian safety legislation (Act and Regulations as well as legislation pertinent to the Construction Industry);

7.4.2 Occupational Health and Safety Plan

The Contractor shall adopt the philosophy of having no "Lost Time Injuries" whilst carrying out its obligations under the Contract.

The Contractor shall establish and implement a detailed OH&S Management Plan for the Works that is consistent with the provisions of AS4801, and is consistent with the Principal's requirements outlined in ***Schedule 7, PART A, Conditions of Tendering***.

The Contractor's OH&S Plan shall be submitted to the Superintendent for review within two (2) weeks of Commencement of the Contract.

7.4.3 Incident Notification Procedure

If the Contractor is required by the relevant Safety legislation or by any other regulations to give any notice of an accident or dangerous occurrence during the performance of the Works, the Contractor shall at the same time or, as soon thereafter as possible in the circumstances, give a copy of the notice to the Superintendent.

The Contractor shall promptly notify the Superintendent of any accident, injury, property or environmental damage that occurs during the carrying out of the Works. The Contractor shall immediately notify the Superintendent of all lost time incidents.

Within three (3) days of any such incident, the Contractor shall provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention of similar incidents in the future.

7.4.4 Safety Equipment

The Contractor shall supply, maintain and replace as necessary, all trade tools, personal protective equipment and personal protective clothing and Specialist Safety Equipment in sufficient quantities to ensure safe working conditions, safe working practices and the safe

execution of the work under the Contract.

7.5 Environmental Management Plan

7.5.1 General

The Contractor shall undertake construction of the Works in accordance with an approved Construction Environmental Management Plan (CEMP). The Contractor shall submit the CEMP to the Superintendent for review and approval at least two (2) weeks before commencing work at the Site.

The CEMP shall identify and document potential environmental hazards and the corresponding measures for prevention and management. The Contractor shall implement procedures to avoid environmental damage during construction of the Works and the on-going operation of the Works. The CEMP shall be in the form of the document described in ***Schedule 9 of Part A, Conditions of Tendering***.

On approval by the Superintendent, the Contractor shall prepare 3 final copies of the CEMP in A4 size 2 hole loose leaf ring folder. The CEMP documents will be distributed as follows:

- (a) 1 copy issued to the Superintendent;
- (b) 1 copy to be kept at a location near the construction site to be readily available to the Superintendent's Representative or nominated representative on a day to day basis;
- (c) 1 copy kept at the Contractor's administrative office remote from the Contractor's site.

Note that the Superintendent's agreement to the CEMP does not release the Contractor from full responsibility for adopting all necessary environmental protection measures for the duration of the Contract, whether or not such measures are explicitly or implicitly included in the CEMP.

7.5.2 Protection of Sewer System

The Works shall be planned and conducted so as to avoid damage to or pollution of the environment due to spillages from the sewer system. The Contractor shall undertake its own assessment of all sites as part of the construction works planning process to verify if/if not any particular protection measures are required.

7.5.3 Protection of Land & Vegetation

The sites of the proposed Works have no impact on vegetation. The Contractor shall undertake its own assessment of the Works' sites as part of the construction planning process to verify if/if not any particular land, flora and fauna protection and remediation measures are required.

The Works **shall not** require a Cultural Heritage Management Plan.

7.5.4 Noise Levels

The Contractor shall ensure that noise emissions generated by the Works under this Contract shall comply with the requirements of the Victorian EPA in relation to allowable noise limits within the Works area and for the area surrounding the Works site

In particular, where soundproofing of plant and equipment is required to limit equipment noise, those areas shall have mandatory hearing protection signs in place and should be risk managed using the hierarchy of control measures. In addition, noise levels must conform to the EPA Plant Licence requirements.

In all circumstances of noise control, noise shall be attenuated at its source.

Equipment vibration must be minimised in accordance with AS 2625.

7.6 Risk Management Plan

The Contractor shall prepare a Risk Management Plan for the Works that identifies potential risks and describes how they will be mitigated and managed.

The Contractor shall submit the Risk Management Plan to the Superintendent for review and approval at least 2 weeks prior to commencement of Works at the Site.

7.7 Compliance Monitoring

The Superintendent may from time to time undertake monitoring activities to determine the degree of compliance of the Contractor with the requirements of the:

- (i) Contract;
- (ii) Works Quality Plan;
- (iii) Construction Environmental Management Plan;
- (iv) OH&S Management Systems;
- (v) Risk Management Plan

The Superintendent reserves the right to extend the monitoring activities to include any sub-Contractor engaged by the Contractor.

In the event that an activity or product has been identified as not complying with the requirements of the Contract as a result of monitoring activities undertaken by the Superintendent or its agents, the Contractor must respond in writing within 5 business days of written notice indicating the corrective action/s taken to resolve the non compliance. The Contractor shall be responsible for all corrective action costs.

8. SERVICES

8.1 Existing Structures and Services

The Principal will assist by making available all existing plans of services it has located within the area of the Works. However it is the Contractor's primary responsibility from the perspective of Works safety to obtain and verify the location of all service authorities' assets including, electricity, water, sewerage and communications.

The Contractor shall access "Dial-Before-You-Dig" information, undertake site inspections, and access whatever other information is available, to identify and locate any existing structures or services that may be affected by the proposed Works. The Contractor shall inform itself of the responsibilities and requirements for working in the vicinity of existing structures and services, and take all actions and provide all things necessary to protect and maintain existing structures and services to the satisfaction of the relevant Authority or Owner.

Any damage to existing property, structures, or services caused by the Contractor's activities shall be repaired to the satisfaction of the relevant Authority or Owner at the Contractor's expense.

8.2 Working Near Powerlines

The Contractor must be aware of both overhead and underground powerlines when working on site and comply with "Rules for Cranes, Concrete Placing Booms and Excavating Equipment in Operating Mode in the Vicinity of Overhead Power Lines". When working near power lines (closer than 6.4 metres) the Contractor must take the following necessary precautions and observe the recommended "no go zone" safe clearances detailed below.

Work near power lines requires the Contractor to:

- (i) Notify the power authority before commencing work, and obtain written permission from the power authority.
- (ii) Conduct an on site work meeting and risk assessment prior to commencing work including written documentation. DO NOT commence work until a pre-start site/job meeting and a risk assessment have been completed.
- (iii) Provide a dedicated safety observer (certified spotter) for work between 3m and 6.4m under or beside any power line.
- (iv) No work is permitted above, or within 3m under or beside any live power line without written permission from the power authority. The permit must be available for inspection by the Superintendent when requested.

8.3 Disruption of Services

In the event of any planned disruption of services, including sewerage, water supply, power supply or communications services, the Contractor shall notify the Superintendent not less than two (2) working days prior to such disruption.

In the event that the Contractor identifies an unknown service or damages an existing service, the Contractor shall immediately notify the relevant service authority/utility company and the Superintendent, and comply with their instructions to rectify any damages or to make the service safe until repairs can be implemented.

8.4 Traffic Management

The Contractor must be aware of the hazards associated with road works and is required to submit, as part of the design, the Road Traffic Management Plans for approval by the Council. Where it is likely that Traffic Management Plans may vary during different stages of construction the Contractor shall submit plans for each stage of the Works.

All traffic plans are to comply with AS1742, and all road works shall be conducted in accordance with the Road Management Act 2004 – Worksite Safety – Traffic Management.

8.5 Road Access

The Contractor shall provide signage necessary to advise the public of the Works in accordance with the signage approval requirements of the Council. The Contractor shall not disrupt traffic on any road without the prior written approval of the Council

9. CONTRACTOR'S SITE SECURITY AND AMENITIES

The scope of works involves undertaking the Works at 42 separate locations throughout the Principal's region. Each of the sites has electrical control panels that are locked with the Principal's security key system. The only site that has existing toilet amenities is at the Newhaven Depot.

The Contractor shall be responsible for:

- (i) Defining and securing a safe working area at each Works' site for the Contractor's employees in accordance with the relevant Occupational Health & Safety regulation(s)
- (ii) Ensuring that all Works' sites are managed in accordance with site safety rules and site induction procedures
- (iii) Maintaining the security of each Works site and ensuring that all Works' sites are locked at the completion of each working day, and the Contractor shall be fully responsible for its own security within the each Works area site
- (iv) Ensuring that all Contractor's staff have access to sanitary, medical and first aid amenities as required by relevant regulations
- (v) Providing office accommodation, telephone, email and any other services necessary to undertake the Works

The Contractor shall liaise with the Superintendent regarding the requirements for notifying the Principal's Operations staff of the times and dates when the Contractor will occupy the Works' sites.

All Contractor's staff and visitors to the Works' sites must wear a VicRoads standard High Visibility Vest which includes reflective yellow stripes and Safety Boots at all times while on site. Other safety clothing and accessories such as hard hats shall be worn according to work site conditions.

The Contractor shall be responsible to establish any other facilities, such as storage, at its own cost and at a location(s) procured by the Contractor.

9.1 Access to Works' Sites

The Contractor shall obtain access to each site via a signed off **Loan Key** which will be issued by the Superintendent to the Contractor at Commencement.

The Contractor shall lodge a \$150 refundable key deposit when each key is issued. The deposit will not be refunded if the key is not returned to the Superintendent before Practical Completion.

9.2 First Aid and Medical Facilities

The Contractor shall in all respects be fully responsible for the provision of first aid services to its staff and work force, including the transport of injured personnel to hospital or other appropriate accommodation as and when required.

The provision for first aid shall be in accordance with the *Code of Practice for First Aid in the Work Place*.

9.3 Site Induction

The Contractor shall ensure that all employees, staff, sub-contractors and /or other people entering the Works' sites in relation to this contract are inducted prior to entering the Works area. The Contractor shall maintain a register of all persons who have been inducted.

The Contractor shall clearly display the Site Rules at all Works sites together with all other regulatory and statutory workplace signs.

9.4 Site Security

The Contractor shall be responsible for the security or otherwise with respect to loss, damage or theft of the Contractor's materials or equipment at the Works' sites as well as any materials or facilities of the Principal located at the sites.

The Contractor shall ensure that each site is left in a locked and secure state at the end of each working day.

9.5 Project Board and Advertising

No advertisement in any form or a Project Board shall be permitted to be erected at any of the Works' sites. The Contractor shall be permitted to install temporary signs containing its trading name on any Works sites delineation barriers with the prior authorisation of the Superintendent.

These signs shall be removed by the Contractor before the date of Practical Completion.

10. CONSTRUCTION

10.1 General

The Contractor shall be a reputable construction company with experience in the installation, testing and commissioning of electrical and communications equipment. The Contractor shall be suitably experienced and have all accreditations required under this Contract.

10.2 Scope

The Contractor shall undertake and complete all construction work required for the Contract inclusive of, but not necessarily limited to, the following:

- (i) Liaison and co-ordination with the Principal's Operations team to gain approval for access and interface activities throughout the construction period.
- (ii) Preparation of Integrated Management Plans for the construction of the Works inclusive of Quality, Environmental Management, Risk Management, and OH&S plans.
- (iii) All site preparations including, provision of temporary services for construction, site establishment, site security, setting out, identification and location of underground services, and permanent services for the Works.
- (iv) Supply of all labour, materials, plant, and equipment required to undertake and complete the Works.
- (v) All electrical, radio and associated plant and equipment for construction of the Works.
- (vi) All below ground pipework, pits, and valves associated with the Works.
- (vii) Provision of hoist and lifting equipment and other items required to comply with the standards and general requirements of the Principal, WSAA, and OHS Regulations.
- (viii) Installation of all regulatory and safety signs required by the Principal, Workcover and any other regulatory body that issues an approval requiring signage.
- (ix) Providing and recording of as-constructed details, and preparation of "As-constructed" Drawings and Operating Manuals of the **radio component only** of the Works.
- (x) Completion of Site Works inclusive of clean-up, removal of temporary services, removal of construction facilities, removal of site security, rehabilitation and landscaping.

10.3 Working Hours

Construction of the Works shall be undertaken between the hours of 7.30am and 5.30pm on weekdays (Monday to Friday), excluding Public Holidays.

No work shall occur outside the nominated working hours, including Public Holidays without the prior written approval of the Superintendent.

The Contractor shall take all reasonable measures to ensure the satisfaction of adjoining property owners affected by the Works. The Works shall be carried out in a manner that minimises inconvenience or impact on them.

The Contractor shall notify each property owner not less than forty-eight (48) hours prior to commencing works in the vicinity of their property.

10.4 Acts and Regulations

Construction Works shall be undertaken in accordance with all relevant Acts and associated Regulations including:

- (i) AS3000 and AS 3008
- (ii) Electrical Safety Act (Victoria) 1998
- (iii) Occupational Health and Safety Act 1985
- (iv) Equipment (Public Safety) Act 1994
- (v) Dangerous Goods Act 1985.

The Contractor shall accept its statutory responsibility under the Occupational Health and Safety Act 1985 as the principal Contractor of the Works.

In the implementation of the Works, the Contractor shall comply with the “Code of Practice for the Building and Construction Industry” and the relevant published Codes of Practice of the Victorian Workcover Authority including those for:

- (a) Building and Construction Workplaces
- (b) First Aid in the Work Place
- (c) Manual Handling
- (d) Manual Handling (Occupational Overuse Syndrome)
- (e) Noise
- (f) Plant

- (g) Provision of Occupational Health and Safety Information in Languages Other Than English
- (h) Safe Use of Cranes in the Building and Construction Industry
- (i) Safe Work on Roofs (Excluding Villa Constructions)
- (j) Dangerous Goods
- (k) Hazardous Substances
- (l) Working in Confined Spaces
- (m) Temporary Electrical Installations on Buildings and Construction Sites.

10.5 Standards

Construction of the Works shall be completed in accordance with the approved Design Drawings and Specification. Construction Works shall be undertaken and completed in accordance with the Principal's Standards, WSA Standards, and Australian Standards as applicable.

10.6 Explosives

The use of explosives shall not be permitted.

10.7 Tidiness and Cleaning Up

The Contractor shall keep the Site of the Works clean and tidy at all times and pay continuous attention to the removal of litter, waste materials, garbage, and recycle same where ever possible.

Under no circumstances shall the Contractor dispose of any material or goods, construction debris, rubbish or like material on or about the Site. All such materials shall be removed from the Site regularly and disposed of by the Contractor at its own expense. Clean, excavated material shall, where suitable, be used in required backfilling or shall be placed in stockpiles approved by the Superintendent, and where not required shall be disposed of at the Contractor's expense.

Prior to the issue of the Certificate of Practical Completion, the Contractor shall remove from the Site and all areas used by it for the purpose of the Works, all temporary Works, plant, buildings, rubbish, unused materials, construction facilities and other material and equipment belonging to the Contractor and its sub-Contractors or used under the Contractor's direction, and leave the Site and such other areas clean and tidy to the satisfaction of the Superintendent.

The Contractor shall be responsible for the rehabilitation and landscaping of the site after completion of the Works. Rehabilitation and landscaping shall involve removal of all waste materials, levelling to uniform contours to match the surrounding area, and drainage in

accordance with the general site. Additionally the Contractor shall ensure that any road that is damaged (physically or environmentally) from traffic related to the Works is reinstated immediately to a condition similar to that prior to the damage.

10.8 Salvage

The Principal retains the right to salvage any item as a result of the Works.

10.9 Demolition

The Contractor shall obtain approval from the Superintendent for any demolition required.

10.10 As Constructed Drawings

As a condition precedent to the achievement of Practical Completion, the Contractor shall issue to the Superintendent the As-Constructed Drawings for the radio components of the Works.

“As Constructed” Drawings shall be prepared in accordance with AS1100 using CAD work stations and shall be supplied in both hard copy (A3 paper sheets) and on a CD in DWG format suitable for interpretation by an AutoCAD system.

Each drawing shall be prepared on the Principal's standard drawing format and shall include all drawings prepared during the design stage, modified to provide “as-constructed” details, and any other Drawings prepared specifically during construction.

The Superintendent will provide electronic copies (in AutoCAD format) of the standard drawing format to the Contractor upon request.

The location of all major plant and equipment shall be identified on the As-constructed Plans using Map Grid Australia (MGA 94, Zone 55) co-ordinates.

10.11 Asset Register

Prior to the Date of Practical Completion, the Contractor shall prepare a register of all assets installed during the Works in accordance with the Principal's definitions, details and record types. The Superintendent shall provide the Contractor with an electronic version of the Asset Register template upon request by the Contractor.

The Contractor shall submit the completed Register to the Superintendent for approval, and make any alterations to the Register as required by the Superintendent. The Contractor shall supply the asset information in a Microsoft Excel format, together with the “As Constructed” Drawings.

The Contractor shall identify and supply to the Superintendent, the physical details and costs of all asset components generated through this Contract. Asset data shall be supplied as per the following categories:

- (i) ***Physical characteristics:***

The Contractor shall supply each identified asset's dimensional, capacity and material details.

(ii) ***Manufacture details:***

The Contractor shall supply each identified asset's make, model, serial number, power rating, and date of manufacture and manufacturer details where appropriate.

(iii) ***Asset tag number:***

The Contractor shall provide tag numbers for each asset component. These numbers are to be shown on a plan that clearly denotes the asset and corresponding tag number.

(iv) ***Asset value:***

The Contractor shall supply a value for each identified asset component. The supplied value is to be the sum of the purchase price; the installation costs; and a proportional distribution of the profit, design and administration costs. When summed, the cost of the individual assets must equal the final Contract Sum.

(v) ***Asset audit:***

The Superintendent will locate each asset on site and audit the supplied asset data. If there is insufficient or incorrect data, the Contractor will be required to supply the correct information.

11. TESTING AND COMMISSIONING

11.1 Scope

The Contractor shall be fully responsible for testing and commissioning of the Works. The scope of Works for testing and commissioning shall be inclusive of, but not necessarily limited to, the following:

- (i) Inspection and testing of all mechanical parts to prove their integrity, quality, operation, functionality, performance, safety, and fitness for purpose;
- (ii) Pre-commissioning tests and commissioning of the Works in accordance with the approved Commissioning Plan;
- (iii) Completion of Acceptance Testing and verification of the Works performance;
- (iv) Preparation and submission of all necessary Operations and Maintenance Manuals for the radio component of the Works

All costs associated with Testing and Commissioning shall be the responsibility of the Contractor. Subsequent to the successful completion of the Testing and Commissioning requirements the Contractor shall be granted a Certificate of Practical Completion.

11.2 Inspections and Testing

The Contractor shall, as part of its Quality Assurance Program, carry out quality control tests and inspections to ensure the Works satisfy the requirements for quality and are fit for purpose as specified in the Contract. These tests and inspections shall include, but not necessarily be limited to the following:

11.2.1 Factory Tests and Inspection

The Contractor shall inform the Superintendent when the switchboard is completed prior to any equipment being mounted or wiring commenced so as the Superintendent can factory inspect for quality of manufacture and painting where applicable.

The Contractor shall inform the Superintendent prior to shipment of the completed switchboard with all equipment mounted and wired so as the Superintendent can perform routine tests.

The tests shall be carried out by the Contractor and witnessed by the Superintendent and/or his nominated representative. The programme for testing is to be formulated by the Contractor and approved by the Superintendent. Testing shall include functional testing of all equipment to verify correct operation of all control functions as per the Specification.

Costs associated with set-up for testing, necessary equipment for testing and testing itself are the responsibility of the Contractor. The testing should enable thorough checking and

the simulation of the normal modes of operation.

The equipment may be inspected by the Superintendent at various stages throughout manufacture and particularly prior to delivery to the Site.

11.2.2 Acceptance Tests and Inspections

All materials and equipment delivered to the site for inclusion in the Works shall be subject to Delivery Acceptance Tests and Inspections, inclusive of the following:

- (i) the testing of all materials to be incorporated into the Works including type testing;
- (ii) the testing of all items to be incorporated into the Works during and/or upon completion of manufacture, comprising pressure tests, assembly checks, operating and performance tests;
- (iii) the inspection of all items delivered to the Site to ensure that such items are of the specified quality and workmanship and are in good order and condition at the time of delivery

11.3 Installed Tests and Inspections

As part of its Quality Assurance Plan, the Contractor shall submit to the Superintendent for acceptance, an Inspections and Testing Plan (ITP) inclusive of a detailed description of the proposed method of conducting all such tests and inspections including the materials and equipment to be used and the proposed methods of interpreting the various test results.

On the basis of the accepted Contractor's Quality Assurance Plans, the Superintendent will nominate which Tests and Inspections will be witnessed. The Contractor shall ensure that the Superintendent or his representative is afforded every opportunity to be present whilst such nominated tests and inspections are carried out. The Contractor shall cooperate with the Superintendent or his representative and shall provide assistance at all reasonable times to enable them to observe tests and carry out inspections of the work performed to ensure that all equipment is in good order and condition and in accordance with Contract requirements. The Contractor shall remove covers, operate machinery and perform any other reasonable work which, in the opinion of the Superintendent or his representative, will be necessary for them to confirm the quality or adequacy of the Works

Tests and Inspections shall include, but not be limited to inspections and tests to prove the condition of individual items of equipment, and inspections and tests to prove the integrity of the system as a whole prior to operation.

All tests and inspection shall be carried out in accordance with Occupational Health and Safety legislation and all relevant standards and codes issued by the Standards Association of Australia.

The Contractor shall maintain documentation pertaining to all tests and inspections and shall provide them to the Superintendent.

The cost of all tests and inspections carried out by the Contractor in accordance with the requirements of this Specification and the Contractor's Quality Assurance Plan, as accepted by the Superintendent, shall be borne by the Contractor.

Commissioning of any element of the Works shall not commence until all testing of that element is satisfactorily completed so as to achieve a pass in each instance and to be so certified by the Contractor's Quality Assurance Representative.

12. COMMISSIONING

12.1 General

Commissioning must not be commenced until successful completion of all Site Tests and Pre-commissioning of the Works. The Contractor shall be fully responsible for commissioning of the Works.

At least 2 months prior to commencement of commissioning the Contractor shall develop and submit to the Superintendent for acceptance a detailed Commissioning Plan for the Works. The Plan shall include, but not necessarily be limited to, the following:

- (i) Proposed work plan and Commissioning program,
- (ii) Risk assessment and contingency plans,
- (iii) Occupational Health and Safety consideration,
- (iv) Quality Assurance Program compliance
- (v) Environmental Impacts
- (vi) Performance testing criteria, validation of critical controls, and acceptance requirements for the various plant components, and varying operational modes,
- (vii) Acceptance Testing requirements
- (viii) Checklists

Commissioning of the Works comprises inspection and tests of all structures, buildings and pipelines, and operation of all equipment, systems, and processes, under actual operating conditions.

During the commissioning period, the Contractor shall have suitably qualified and experienced representatives on Site as required to be sure that all Contract requirements are fulfilled.

All calibrations supplied for instrumentation shall be provided by a NATA accredited laboratory. This shall apply to instruments such as Pressure Transducers, Pressure Gauges, Temperature and Humidity Devices, Flow Meters, Light Metering Devices, Gas Reading Devices, Timing Devices, etc.

All costs incurred during Commissioning, inclusive of all labour, materials, chemicals, and equipment costs, shall be borne by the Contractor. The Contractor shall provide the Superintendent with all results obtained during the commissioning period as soon as they become available. In addition, a commissioning report must be prepared by the Contractor and submitted to the Superintendent at the conclusion of the commissioning period.

12.2 Acceptance Testing

The Contractor shall be fully responsible for successfully completing Acceptance Testing of the Works and all costs incurred shall be borne by the Contractor inclusive of all labour, materials, chemicals, equipment, sampling, and Laboratory testing costs. The proposed Acceptance Tests and procedures shall be applied to verify that the operation, performance, and capacity

requirements of the Contract have been achieved.

The Superintendent will monitor the Acceptance Tests to ensure compliance with the Contract.

13. PRACTICAL COMPLETION CRITERIA

Practical Completion in respect of the Works is achieved, if in respect of the Works, the Superintendent is satisfied that the following has occurred:

- (i) There are no existing defects in the Works, other than defects which:
 - a) have been listed by the Contractor and approved by the Superintendent as not requiring to be rectified at Practical Completion;
 - b) are of a minor nature; and in the Superintendent's opinion:
 - do not prevent the part of the Works affected by the relevant defect from being used for its intended purpose;
 - in aggregate, are capable of being rectified within 4 months after Practical Completion;

and the rectification of which will not adversely affect the convenient use of the Works.

- (ii) Satisfactory completion of all requirements of Commissioning and Acceptance Testing.
- (iii) Provision of "as-constructed" drawings in both digital and hard copy format.
- (iv) Provision of certificates from the Contractor and key sub-Contractors that the Works have been constructed in accordance with the accepted design documents,
- (v) Provision of certificates from the Contractor and (if applicable) any key design consultants that the part of the Works that is the subject of the consultant's design has been carried out in accordance with the accepted design documents.
- (vi) Provision of an Asset Register containing value and description of each asset item. The value of the item shall be the cost of the item together with its proportional cost of the design, profits, preliminaries and overheads.
- (vii) Details of materials and equipment supplied, with supplier details, and details of any warranties applicable.
- (viii) Provision of a report defining the status and a program showing the anticipated dates for completion of any defect, including omissions and outstanding Works Under Construction
- (ix) Removal of all debris and temporary Works from the site and completion of all appropriate restoration works.
- (x) Demonstration to the satisfaction of the Superintendent that all equipment, plant, services and installations forming part of the Works function as required both under normal and simulated emergency conditions.

- (xi) Provision of all Approvals required in relation to the operation and ownership of the Works.

14. DEFECTS LIABILITY

Following receipt of the Certificate of Practical Completion the Contractor shall remain responsible for the repair of any defects in the Works for a period of one (1) year. A defect is defined as any failure, breakdown, or malfunction of any plant, equipment, and/or process, provided by the Contractor, which compromises the capacity, performance, operability, integrity, redundancy, and/or safety of the Works.

Any failure, breakdown or malfunction resulting from fair wear and tear, or through cause outside of the Contractor's control, such as vandalism, extreme climatic event, will not be classed as a defect, and therefore the repair costs will be borne by the Principal.

Any defect identified by the Superintendent in the Defects Liability period shall be rectified by the Contractor in accordance with the requirements of the Contract. Where defect repair utilises spares or spare parts, those spares shall be replaced so as to be available for any future repair or replacement. All costs incurred in rectifying the defect, replacement of Spares, and subsequent proving of the adequacy of the rectification, shall be borne by the Contractor in accordance with the Conditions of Contract.

On satisfactory completion of the Defects Liability Period, the Superintendent will release to the Contractor the Security Amounts owing, and issue a Final Certificate for the Works, in accordance with the Conditions of Contract.

15. LIQUIDATED DAMAGES

Liquidated damages do not apply to this Contract.

16. PERFORMANCE STANDARDS

The Contractor's performance will be monitored at the regular meetings described in **Section 6** and by the responsiveness of the Contractor to issue resolution.

16.1 Performance Measures

The following list comprises the performance criteria that the Principal shall apply to assess the Contractor's performance of the Works:

- (i) Program; undertaking all works not later than described by the Contractor in the Works program
- (ii) Quality: performing all works to not less than the quality described in the Quality Plan
- (iii) Environment: undertaking all Works to a standard not less than that described in the CEMP
- (iv) OH&S: undertaking all Works in accordance with the Occupational Health Coordination Plan
- (v) Cost: completing all Works for the agreed Contract Sum
- (vi) Disruption to Principal's Operations; undertaking all Works in accordance with the agreed Work Methods and Risk Management Plan

16.2 Action to Remedy Non-Performance

In the event of unsatisfactory performance for any of the Performance Measures the following action will be taken:

(i) 1st Instance

The matter shall be discussed between the Superintendent and the Contractor. The two parties will seek to identify the cause of the matter and form remedial actions. The remedial actions will be documented and a timeline for resolution agreed.

(ii) 2nd Instance

The Contractor will be notified of the matter in writing by the Superintendent. The Contract Director and Contractor's Representative shall be required to attend a meeting with the Superintendent.

At this meeting the two parties will review the remedial actions documented in the *1st Instance* and seek to identify why the matter has not been resolved. The two parties will form remedial actions and a timeline for resolution will be set by the Superintendent.

(iii) 3rd Instance

The Contractor will be notified of the matter in writing by the Superintendent. The Contractor shall be required to attend a meeting with the Superintendent.

At this meeting the Contractor shall be required to show-cause why the contract should not be terminated. If due cause is not shown the Superintendent may recommend to the Principal that the Contract be terminated and the costs incurred, by the termination and consequent awarding of a new contract, will be recovered from any payments owing to the Contractor at the time of termination.

16.3 Termination

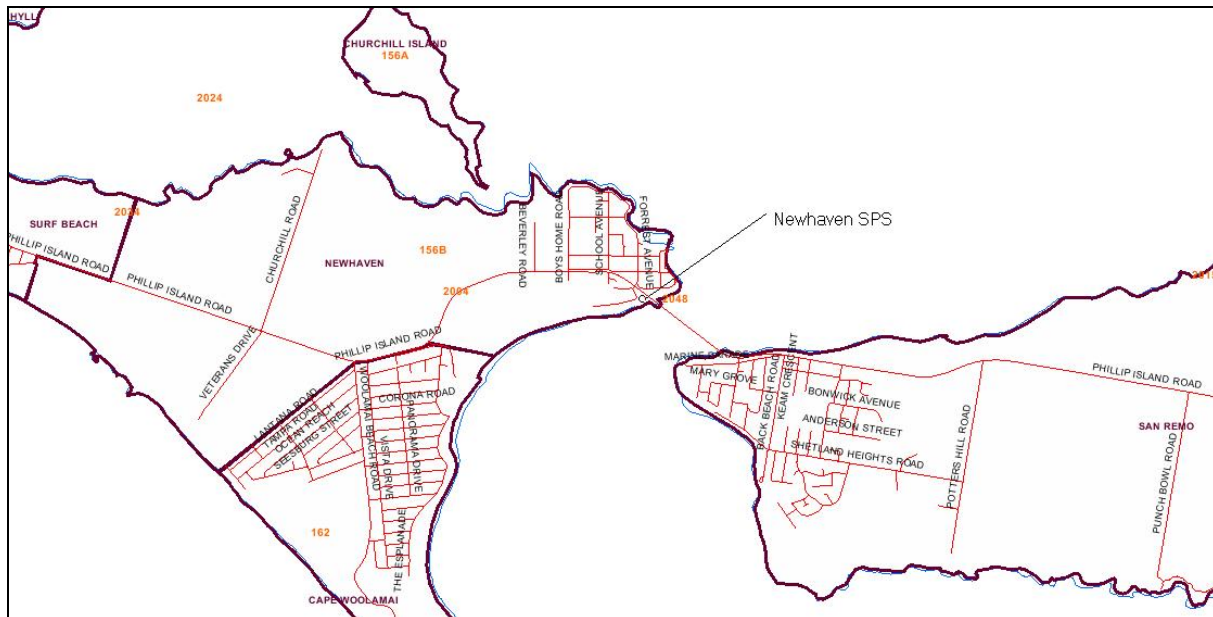
Further to the procedures outlined in Clause 16.2, any serious occurrences of unsatisfactory performance or major breaches of contract conditions by the Contractor may also be grounds for termination by the Principal.

17. DOCUMENT OWNERSHIP and RECORD KEEPING

In undertaking this Contract the Contractor shall maintain a full and accurate record of the business conducted under the contract in accordance with the standards and associated specifications of the Public records office of Victoria (PROV). Details of the record keeping procedures can be found on the PROV website www.prov.vic.gov.au .

APPENDIX 1 – LOCALITY PLAN

Newhaven Sewer Pump Station is located in Old Bridge Road Newhaven near the intersection of Phillip Island Road and Forrest Avenue.



APPENDIX 2 – PHOTOGRAPHS OF EXISTING NEWHAVEN SPS SWITCHBOARD

Existing Switchboard – orientation of switchboard with respect to wet well , positioning of generator switch and telemetry masts



APPENDIX 2 (CONT'D)

Existing Switchboard – panel layout



APPENDIX 2 (CONT'D)

Existing Switchboard – showing support slab and generator connection point



APPENDIX 3 - ELECTRICAL SPECIFICATIONS

The Works are to be installed in accordance with the following general ***Westernport Region Water Corporation Technical Specification*** which is attached as a PDF file.

APPENDIX 4 – DRAWINGS

The following drawings are included in the Specification and attached to it as a zip folder:

DRAWING No	DRAWING NAME	FILE TYPE
12015E-3	Westernport Water Typical Layout	DWG
12015E-3	Westernport Water Typical Layout Set	PDF
WPW_RTU_Prelim	I/O List	XCEL

Tenderers note:

Tenderers are advised that these drawings are typical only.

Tenderers shall satisfy themselves of the actual arrangement of control wiring, the adaptability of existing control and monitoring relays and wiring at the site.

All Tender prices shall be deemed to have allowed for existing conditions at the site.

APPENDIX 5 – PARTS LIST

12015E Spare Parts XCEL Spreadsheet

WESTERNPORT WATER

Trading name for

WESTERNPORT REGION WATER CORPORATION**ABN 63 759 106755****PART C – CONDITIONS OF CONTRACT**

TENDER NAME:

**NEWHAVEN SEWER PUMP STATION REPLACEMENT
SWITCHBOARD**

TENDER NUMBER:

2011/10

The Conditions of Contract that will apply to the Works are ***AS4910 – 2002 General Conditions of Contract for Supply of Equipment with Installation***. The successful Tenderer will be required to execute a contract with the Principal which contains these Conditions of Contract before commencing the Works.

The Conditions of Contract are not attached to the Request for Tender documents but are available on request from the Principal's Representative during the tender period.

The Preferred Tenderer will be required to complete the following contract forms prior to the execution of the Contract;

(i) Annexure Part A to AS4910 - 2002

The completed forms will form part of the Contract.

REQUEST for TENDER DOCUMENTS

For

NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD

ANNEXURE PART A

Annexure to AS4910-2002 General Conditions of Contract for the Supply of Equipment with Installation

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item

1	<i>Purchaser (Principal)</i> (clause 1)	Westernport Region Water Corporation ABN 63 759 106 755
2	<i>Principal's address</i>	2 Boys Home Road, NEWHAVEN, VICTORIA, 3925
3	<i>Contractor</i> (clause 1) ACN.....
4	<i>Contractor's address</i>
5	<i>Superintendent</i> (clause 1)	Mr Steven Porter General Manager – Operations Westernport Region Water Corporation
6	<i>Superintendent's address</i>	2 Boys Home Road, NEWHAVEN, VICTORIA, 3925
7	<i>Delivery Place</i> (clause 1 and subclause 34.1)	Newhaven Sewer Pump Station
8	a) <i>Date for delivery</i> (clause 1 and subclause 34.1) OR b) Period of time for <i>delivery</i> (clause 1 and subclause 34.1)	Not Applicable Not Applicable
9	a) <i>Date for practical completion</i> (clause 1 and subclause 34.1) OR b) Period of time for <i>practical completion</i> (clause 1 and subclause 34.1)	31 st May 2012
10	Governing law (clause 1(h))	Victoria
11	a) Currency (clause 1(g)) b) Place for payments (clause 1(g)) c) Place of business of bank (clause 1(d))	Australian Dollars (\$AUD) Principal's address National Bank, Thompson Avenue, Cowes, Vic, 3922

12	Quantities in <i>schedule of rates</i> , limits of accuracy (subclause 2.3(b))	Not Applicable						
13	<i>Provisional sum</i> , percentage for profit and attendance (clause 3)	Not Applicable						
14	<i>Contractor's security</i>							
	a) Form (clause 5)	Five percent (5%) of the Contract Sum						
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Five percent (5%)						
	c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	Ten percent (10%) up to the amount equalling 5% of the Contract Sum Then five percent (5%) until Practical Completion						
	d) Time for provision (except for retention moneys) (clause 5)	Not Applicable						
	e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	Ten Percent (10%) of the value of unfixed plant and materials						
	f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	Two and one half percent (2.5%) of the adjusted Contract Sum						
15	<i>Principal's security</i>							
	a) Form (clause 5)	Not Applicable						
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not Applicable						
	c) Time for provision (clause 5)	Not Applicable						
	d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	Not Applicable						
16	<i>Principal-supplied documents</i> (subclause 8.2)	<table><tr><th>Document</th><th>No of copies</th></tr><tr><td>1. Request for Tender “Newhaven Sewer Pump Station Replacement Switchboard” Tender No 2011/10</td><td>1</td></tr><tr><td>2. Incident & Emergency Management Plan INT09-05772</td><td>1</td></tr></table>	Document	No of copies	1. Request for Tender “ Newhaven Sewer Pump Station Replacement Switchboard ” Tender No 2011/10	1	2. Incident & Emergency Management Plan INT09-05772	1
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1. Request for Tender “ Newhaven Sewer Pump Station Replacement Switchboard ” Tender No 2011/10	1							
2. Incident & Emergency Management Plan INT09-05772	1							
17	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	Fourteen (14) days						
18	Subcontract <i>work</i> requiring approval (subclause 9.2)	As agreed in Tender Form Schedule 5						
19	Novation (subclause 9.4)	Not Applicable						
20	Legislative requirements							

	a) Those excepted (subclause 11.1)	
	b) Identified WUC (subclause 11.2(a)(ii))	
21	Time for insurance of undelivered <i>Equipment</i> (subclause 16.1)	Fourteen (14) days after the date of acceptance of tender
22	Insurance of the Works (other than undelivered <i>Equipment</i>) (clause 16.2)	Not Applicable, Principal Controlled Works Insurance applies
	a) Alternative applying	
	If Alternative 1 applies	
	b) Provision for demolition and removal of debris	
	c) Provision for consultants' fees	
	d) Value of materials or things to be supplied by the Principal	
	e) Additional amount or percentage	
23	Public liability insurance (clause 17)	Required
	a) Alternative applying	Alternative 1 applies
	If Alternative 1 applies	
	b) Amount per occurrence shall be not less than	Ten Million Dollars (\$10M)
24	Time for giving possession of <i>site</i> (subclause 24.1)	The date for delivery
25	Tests (clause 30)	<div>Tests</div> <div>Factory Test</div> <div>Factory Test</div> <div>Other tests</div> <div>Times</div> <div>Construction of cabinet</div> <div>Construction of switchboard</div> <div>As per agreed Contractor's Testing and Inspection schedule</div>
26	<i>Qualifying causes of delay</i> , causes of delay for which <i>EOTs</i> will not be granted (paragraph (b)(iii) of clause 1 and subclause 34.3)	Not Applicable
27	Liquidated damages, rate (subclause 34.7)	Nil
	a) for <i>delivery</i> , rateper day\$per day
	b) for <i>practical completion</i> , rateper day\$per day
28	Bonus for early practical completion (subclause 34.8)	Not Applicable

a) Rate	
	per day \$per day
b) Limit	
		No waiver
29	Other <i>compensable causes</i> (paragraph (b) of clause 1)	Not Applicable
30	<i>Defects liability period</i> (clause 35)	Twelve (12) months
31	Progress Claims (subclause 37.1)	
	a) Times for progress claims	The 1st Thursday of each month for WUC complete at the last day of the preceding month
	OR	
	b) Stages of WUC for progress claims	Not Applicable
32	Unfixed plant and materials for which payment claims may be made(subclause 37.3)	Completed and tested of the new electrical switchboard prior to delivery
33	Interest rate on overdue payments (subclause 37.5)	Eighteen (18) % per annum
34	Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7(a) (iii))	Fourteen (14)days
35	Arbitration (subclause 42.3)	
	a) Person to nominate an arbitrator	The President of the Institute of Arbitrators & Mediators Australia
	b) Rules for arbitration	Rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations;
	c) Appointing Authority under UNCITRAL Arbitration Rules	The President of the Institute of Arbitrators & Mediators Australia
36	The <i>Contractor's</i> liability is limited as follows (clause 43). The respective limits apply to the sum of the respective claims and not to each claim	
	a) for claims in respect of or arising out of death or personal injury	Unlimited
	b) for loss of rents, income (other than arising out of death or injury) and the opportunity to earn profits, and indirect and consequential loss	Nil
	c) for all other claims whatsoever	The <i>contract sum</i> as adjusted pursuant to the <i>Contract</i>
37	The <i>Principal's</i> liability is limited as follows (clause 43)	The <i>contract sum</i> as adjusted pursuant to the <i>Contract</i>

REQUEST for TENDER DOCUMENTS**For****NEWHAVEN SEWER PUMP STATION REPLACEMENT SWITCHBOARD**

ANNEXURE PART C**Annexure to AS4910-2002 General Conditions of Contract for the Supply of Equipment with Installation****1. Deletions**

The following clauses have been deleted from the General Conditions in AS 4000 – 1997

Nil deletions

2 Amendments

The following clauses have been amended and differ from the corresponding clauses in AS 4000 – 1997

Nil amendments

3 Amendments

The following clauses 45 to 55 have been added to those of AS 4910 – 2002

45. Provisional Sums

Further to Clause 3, payment for a Provisional Sum item will only be made on receipt of an invoice issued by the *Contractor* for work done in response to a specific written direction to the *Contractor* by the *Superintendent*.

Any variation to the work to which a *provisional sum* relates shall be dealt with in accordance with Clause 36 (Variations).

46. Provisional Quantity Items

If, in respect of any work included in the *Contract* as a provisional quantity item, the *Superintendent* directs that a greater or lesser quantity shall be carried out or that no work shall be carried out, the value of the difference between the *provisional quantity* and the quantity carried out pursuant to that direction, calculated at the rate for that item, shall be certified by the *Superintendent* and shall be taken into account in determining the final *Contract sum*.

47. Measurement and Payment of Extra Costs for Delay

The *Contractor* shall use all reasonable endeavours to mitigate the extent and actual cost of delay and to the extent that the *Contractor*:

- (a) incurs additional costs in doing so then the *Contractor* will be entitled to payment of those costs; and
- (b) does not do so, then the *Contractor's* entitlement to payment hereunder shall be reduced by the period by which the delay should accordingly have been reduced as assessed by the *Superintendent*

Payment of extra costs for delay will be in full recompense for any *compensable cause of delay*.

The *Contractor's* entitlement to payment for extra costs for delay shall be as follows:

Where the date for *practical completion* of *WUC* is varied in accordance with any provision of the *Contract*, the *Superintendent* shall determine any adjustment to the construction periods that the *Superintendent* deems reasonable consequent upon the matters resulting in that variation.

Payment for delays to non critical activities caused by any act, default or omission of the *Superintendent* or the *Principal* or its employees, professional consultants or agents will be assessed under the provisions of Clause 41.

48. Occupational Health and Safety (OHS)

The *Principal* is obligated to provide and maintain, so far as is practicable, a working environment for its employees and members of the public, that is safe and without risk to health. As a condition of this contract, the *Principal* requires that the *Contractor* or any subcontractors that may be engaged to perform *WUC* shall at all times identify and exercise all necessary precautions for the health and safety of all persons including the *Contractor's* employees, the *Principal's* employees and members of the public who may be affected by *WUC*.

The *Contractor* shall inform itself of all occupational health and safety policies, procedures or measures implemented or adopted by the *Principal* and/or the occupiers of any premises at or within which the *Contractor* shall perform *WUC*. The *Contractor* shall comply with all such policies, procedures or measures; and in the event of any inconsistency, shall comply with such procedures or measures as those that produce the highest level of health and safety.

The *Contractor* shall forthwith comply with any and all directions by the *Superintendent* relating to occupational health and safety.

48.1 Legislative Compliance

The *Contractor* shall comply with and ensure that its employees, subcontractors and agents

comply with any legislation, regulations, local laws and by-laws, codes of practice, Australian Standards and local municipal OHS policy and procedures that are in any way applicable to the *Contract* or the performance of *WUC*. In particular the *Contractor* shall comply with the current Victorian Occupation Health and Safety Act, 2004.

48.2 Non Compliance

If during the performance of *WUC* the *Superintendent* informs the *Contractor* that it is the opinion of the *Superintendent* that the *Contractor* is:

- (a) not conducting the *WUC* in compliance with the *Contractor's* health and safety plan, health and safety management procedures, relevant legislation or health and safety procedures provided by the *Principal* from time to time, or
- (b) conducting the *WUC* in such a way as to endanger the health and safety of any person or property, the *Contractor* shall promptly remedy that breach of health and safety

The *Superintendent* may direct the *Contractor* to suspend *WUC* until such time as the *Contractor* satisfies the *Superintendent* that *WUC* can be resumed in conformity with applicable health and safety provisions. If the *Contractor* fails to rectify any breach of health and safety for which the *WUC* has been suspended, or if the *Contractor's* performance has involved recurring breaches of health and safety, the *Principal* may at its option terminate the *Contract* forthwith, without further obligation to the *Contractor*. In this event, the *Principal's* liability shall be limited to payment for the *WUC* performed and costs incurred by the *Contractor* up to the time of termination or an earlier suspension of works.

49. Environmental Management

The *Contractor* shall comply with the current Environment Protection Act and associated regulations and shall take all measures necessary to protect all environmental assets which may be affected by *WUC* in accordance with its approved project specific *Construction Environment Management Plan*.

50. Industrial Relations

The *Contractor* shall be responsible for industrial relations with its workforce and shall keep the *Principal* informed of any disputes with or demands by its workforce and any other circumstances which could result in industrial action affecting the progress of *WUC*. The *Contractor's* employees shall be employed in accordance with the relevant awards, site agreements and the arrangements in place from time to time between the *Contractor* and its employees.

The *Contract sum* shall be deemed to include the cost of all wages and other costs arising from the requirements of the awards, certified agreements and enterprise flexibility agreements to which it is bound. No adjustment shall be made to the contract on account of such requirements or any new matter introduced into an award or any certified agreement or enterprise flexibility agreement except if otherwise provided for in the *Contract*.

Persons below the Victorian statutory minimum school leaving age shall not be employed on *WUC*.

50.1 Work bans and limitations

The *Contractor* shall keep the *Superintendent* informed concerning any industrial matter that could affect the progress of *WUC*.

The *Contractor* shall inform the *Superintendent* immediately if bans are applied to *WUC* or if *WUC* ceases due to industrial action and shall also inform the *Superintendent* of measures being taken to resolve such action.

The *Contractor* shall make no claim against the *Principal* and shall have no entitlement to any claim for any costs, loss, expense or damage arising from any industrial action outside the control of the *Contractor*.

51. Representations and Warranties

Each of the parties represents and warrants to the other that:

- (a) it has full power and authority and the legal right to sign and deliver the *Contract*, and to perform its obligations under the *Contract*;
- (b) the *Contract* has been duly signed and delivered on its behalf; and
- (c) the obligations undertaken by it are enforceable against it in accordance with the terms and conditions under the *Contract*

52. Severability

If at any time any provision of the *Contract* is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions shall in no way be impaired or affected thereby.

53. Security of Payment Legislation

Both parties to the *Contract* shall comply fully with the Building and Construction Industry

Security of Payment Act 2002 and associated regulations.

53.1 Definitions

Security of Payment Act means the Building and Construction Industry Security of Payment Act 2002 (Vic) legislation that has amongst its objectives the creation of a statutory entitlement to progress payments for the performance of construction work or provides procedures for determining or securing payment of that entitlement, pending any final assessment under the Contract

53.2 Payment

53.2.1 Payment Claims

The Contractor may submit a Payment Claim to the Superintendent only on each Reference Date defined in the **time for progress claims in Item 28(a) Annexure Part A**.

The Contractor warrants to the Principal that Payment Claims will:

- (a) include the evidence reasonably required by the Principal of the value of work completed in accordance with the Contract and the amount claimed;
- (b) set out the total value of work completed in accordance with the Contract to the date of the Payment Claim, the amount previously paid to the Contractor and the amount then claimed;
- (c) the Reference Date for the purposes of the Security of Payment Act shall be the same day on the following month

53.2.2 Payment of Workers and Subcontractors

The Contractor warrants it will not include in a Payment Claim amounts in respect of the Contractor's workers or employees unless it has provided to the Principal:

- (a) a statutory declaration (together with any supporting evidence which may be reasonably required by the Principal) 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 declared, that in connection with the Works up to the date of the declaration and for all periods prior to that date:
 - (i) as to whether the Contractor is a principal contractor, in that it has engaged Subcontractors to carry out some part of the Works on its behalf;
 - (ii) all workers who have at any time been employed by the Contractor have been paid all moneys due and payable to them;

- (iii) all Subcontractors have been paid all moneys due and payable to them;
 - (iv) all payroll taxes due in respect of wages paid or payable to employees of the Contractor have been paid;
 - (v) all workers compensation premiums in respect of employees of the Contractor have been paid;
 - (vi) all Subcontractors have provided the Contractor with a statutory declaration in the same form as required by this clause; and
 - (vii) all contributions to any portable long service leave scheme has been paid; and
- (b) documentary evidence that:
 - (i) at the date of the claim all workers who have been employed by a Subcontractor have been paid all moneys due and payable to them in respect of their employment on the Works;
 - (ii) it has current certificates of currency in respect of relevant workers compensation policies; and
 - (iii) that it is either exempt from or has a current registration for any payroll tax legislation; and
- (c) any additional information, statements, certifications or evidentiary material in the form of a statutory declaration, as the Principal may reasonably require or consider is desirable, to satisfy any Legislative Requirement applicable to the Principal or the Works

53.2.3 Security of Payment

The Contractor must ensure that the Superintendent immediately receives a copy of any written (including electronic) communication the Subcontractor delivers or causes to be delivered to or which the Contractor receives from any other party in relation to the Security of Payment Act.

- (a) If the Contractor makes an application under the Security of Payment Act for any form of adjudication and the parties are permitted to agree under their contract:
 - (i) on the identity of the person or organisation to carry out or to nominate to carry out the adjudication, it is hereby agreed that such adjudicator or nominating person shall be the person or organisation specified in **Annexure Part A**; and

- (ii) on the type of security to be given by a respondent to secure payment of a determination by an adjudicator in lieu of direct payment, it is hereby agreed that such security shall be an unconditional undertaking from a recognised Australian Bank
- (b) Where the Contractor suspends the Works pursuant to the Security of Payment Act:
 - (i) the Date for Completion shall not be effected and the entitlement to suspend shall not of itself be a Extension Event;
 - (ii) the Contractor shall not be entitled to any delay damages; and
 - (iii) the Principal may in its sole discretion invoke its right to terminate the Contract
- (c) In the event the Contractor refers a Payment Claim to adjudication under the Security of Payment Act, then:
 - (i) the amount of any determination by an adjudicator appointed under the relevant Act in respect of that Payment Claim will be the maximum amount of the Contractor's entitlement in respect of the work, things or matters comprising the Payment Claim; and
 - (ii) the Contractor shall be bound by the determination, and forever releases and holds harmless the Principal in relation to any amount greater than that determined by the adjudicator

54. Victorian Industry Participation Plan (VIPP) Compliance

The information contained in the VIPP Plan (Plan) submitted by the Contractor as part of the Tender and the measures of the Contractor's compliance with the Plan shall be provided to the Department of Business and Innovation (DBI) to be included in a register of VIPP performance.

The Contractor shall comply with the conditions of the VIPP and with the information contained in the Contractor's certified Plan, and shall make the details of the Plan available to the Superintendent in accordance with **Clause 8** of the Contract. The outcomes to be used to measure and monitor the Contractor's compliance with the Plan shall be provided to the central agency in the (DBI) for inclusion in their register of VIPP performance by the Contractor prior to Contract Commencement date.

The Principal will monitor the Contractor's performance measured against the Plan outcomes set out in the Plan. The Superintendent will exercise his or her reasonable discretion in assessing the Contractor's performance under this Clause and shall take into account any issues raised by the Contractor which fairly represents a cause of failure to comply beyond the

Contractor's reasonable control.

55 Document Ownership and Record Keeping

Documents that comprise the Tender submission will become the property of the Principal.

The Contractor shall:

- (a) Maintain a full and accurate record of the business conducted under the contract.
- (b) Manage the information in (a) in accordance with the standards and associated specifications of the Public Record Office Victoria (PROV) including current, reissued, amended and new standards as though the Contractor were a public office (see www.prov.vic.gov.au for copies of these documents).
- (c) Manage the information in (a) in accordance with the requirements of the office, in particular by complying with;
 - (i) legislative and regulatory compliance;
 - (ii) storage, maintenance and retention of records;
 - (iii) preservation of electronic records;
 - (iv) access to records;
 - (v) security of records;
 - (vi) transfer of records to the office
- (d) Maintain a register of and index to information in (a), and provide this to the Principal at the request of a Principal's Representative
- (e) Retain the information in (a) for the period described in the following Retention and Disposal Authorities and agree to consult with the Principal's Representative regarding any records not covered to agree on a disposal schedule.
- (f) Provide access to the records and copies of information to the Principal's Representative on request for as long as the information is required to be in existence.
- (g) Provide information regarding the context of the creation of the records and the system of retention as is required for the purposes of storage and retrieval of records.
- (h) Maintain the information in (a) in formats that support its preservation and accessibility.
- (i) Transfer all records to the Principal in (a), including physical and digital objects, in accordance with acceptable formats either during or at the conclusion of the contract

55.1 Legal and Beneficial Ownership

The Principal retains both legal and beneficial ownership of records and information created in the course of business conducted under the contract.

55.2 Loan of Records to Contractor

Any records that are loaned to the Contractor are to be retained in the custody of the Contractor until the end of contract or until they are no longer required, under arrangements for their management which meet all the conditions of PROV standards and requirements. These records remain the property of the Principal and custody will be returned to the Principal on request or by the end of contract, whichever is earlier.

55.3 Ownership of Intellectual Property

The ownership of all Intellectual Property in all information created as a result of the supply of goods or the provision of services under this Agreement shall vest in the Principal. The Contractor hereby assigns ownership of all Intellectual Property rights in such information to the Principal and will ensure that its employees, subcontractors and agents execute all documents necessary to assign those rights to the Principal.