

# **INVITATION TO TENDER DEFINITIVE STUDY FOR REFINERY DE-BOTTLENECKING PROJECT**

**Tender Document Number**

**10-306-PR-TEN-0001**

**Project Name: Refinery De-Bottlenecking  
Project**

**Midwest Vanadium Pty Ltd**

ABN: 65 113 874 712

Rev No	Date	Revision	By	Checked by	Approved
0	11-11-14	Issued for Tender	AB	PL & TP	GA

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## **TENDER DOCUMENTS**

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## A1. FORM OF ACKNOWLEDGEMENT

To: Tony Poole

Email: [tony.poole@mvpl.com.au](mailto:tony.poole@mvpl.com.au) (CC: [alex.bong@mvpl.com.au](mailto:alex.bong@mvpl.com.au),  
[brad.nicholls@mvpl.com.au](mailto:brad.nicholls@mvpl.com.au), [doc.control@mvpl.com.au](mailto:doc.control@mvpl.com.au),  
[flormirza.cabalteja@mvpl.com.au](mailto:flormirza.cabalteja@mvpl.com.au), and [graham.arvidson@mvpl.com.au](mailto:graham.arvidson@mvpl.com.au) ).

MIDWEST VANADIUM PTY LTD

### REFINERY DE-BOTTLENECKING PROJECT

Tender Document Number 10-306-PR-TEN-0001

### DEFINITIVE STUDY FOR REFINERY DE-BOTTLENECKING PROJECT

With reference to the above, we acknowledge receipt of your letter under cover of which we received your invitation to submit Tenders for the above work under the Contract.

#### IMPORTANT – PLEASE TICK THE APPROPRIATE BOX BELOW

☐

**YES**, WE INTEND TO SUBMIT A TENDER FOR THE WORK DESCRIBED IN THIS PACKAGE.

☐

**NO**, WE DO NOT INTEND TO SUBMIT A TENDER.

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATED: \_\_\_\_\_

Please print Name of  
your contact person: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

(Do NOT use PO Box No) \_\_\_\_\_

## A2. INFORMATION TO TENDERERS

The Windimurra Vanadium Operation is located about 600 km north of Perth and 80km by road from Mt Magnet in Western Australia. The site has all the facilities provided by a mining camp with access to larger facilities at Mt Magnet.

Flights to Mt Magnet are available and dedicated buses can be provided by MVPL from the Mt Magnet Airport to Windimurra site, upon request. The flight duration from Perth to Mt Magnet is approximately 1 hour and the bus travel from Mt Magnet Airport to site is approximately 45 minutes.



## **A3 CONDITIONS FOR TENDERING**

In consideration of the Client agreeing to review the Tenderer's submission, the Tenderer agrees to be bound by these Conditions for Tendering.

### **1. NATURE OF CONTRACT**

- 1.1 The Contract, for which a Tender in accordance with these conditions is to be submitted, is an Incentivised Schedule Driven Price Contract as specified in Schedule 2. The Tender is for the completion of the whole of the Work under the Contract (WUC) described in the Tender Documents.
- 1.2 The Tendered amount shall include all things necessary for fulfilling all the obligations under the Contract, including, but not limited to, completing the Work under the Contract within the time specified in the Tender Documents, compliance with the insurance provisions, remedial work under the Contract during the Defects Liability Period, and fulfillment of the safety, environmental, industrial relations and quality control provisions.

### **2. TENDER DOCUMENTS**

- 2.1 The Tenderer shall be bound by these conditions, the Contract Document and any other documentation issued by the Client for the purpose of this Tender unless otherwise stated or agreed to in writing by the Client.
- 2.2 All terms used in the Tender Documents shall have the meanings attributed to them in the General Conditions of Contract, and as included in the Tender Documents.

### **3. CONTENTS OF TENDER**

The Tender submitted shall be prepared in accordance with the following requirements.

- 3.1 Each Tender shall state the full given names, surnames, and address of the Tenderer (if a person) and where the Tender is by a company state the name of the company, its ACN number, ABN number and the address of the Registered Office of the company.
- 3.2 The Tender shall be submitted in accordance with the Form of Tender and Schedules provided herein. The Tenderer shall complete the

Schedules and provide all the information stated or inferred therein as if it were the Supplier. All the Tender Documents shall be deemed to form part of the Tender. The Tenderer shall sign the Tender, or, if the Tenderer is a company, have the Tender signed appropriately and formally, and have the signature witnessed. Only a person or persons authorised to bind the Tenderer shall sign the Tender.

- 3.3 The Tender shall be accompanied by the annexures, statements and other information required by the Tender Documents. The Tenderer shall sign all such accompanying documents.
- 3.4 The contents of the Tender Schedules and any agreed amendments may be incorporated into the Contract document.
- 3.5 Each Tender shall contain a name, address, telephone and facsimile number, for service of any notices to the Tenderer in connection with its Tender.
- 3.6 If the Tender is being submitted by more than one person or company, the provisions of 3.1 to 3.4 herein shall apply to all parties submitting the Tender and collectively will be deemed to be the Tenderer.
- 3.7 The Tenderer shall prepare and submit as part of its Tender, programming documentation demonstrating the programme for the orderly performance of the Work under the Contract within the required Milestone Dates. The Tenderer may insert other milestones but shall complete the blank spaces in the Schedules accordingly.
- 3.8 All Tenders shall be in the English language and priced in the Australian Dollar (AUD) currency.

#### **4. TENDERER TO INFORM ITSELF FULLY**

- 4.1 Any information supplied to the Tenderer by or on behalf of the Client is supplied for the Tenderer's convenience only, may not be complete or accurate, may contain error, and the Tenderer shall not rely on any information so given by the Client.
- 4.2 Should the Tenderer consider that further information is required; the Tenderer shall request the same and, if appropriate, indicate how the information should be gathered and presented.
- 4.3 The Tenderer shall be deemed to have acquainted itself with all conditions affecting its Tender. If the Tenderer has any doubt as to the

meaning of any portion of the Tender Documents, it shall request in writing clarification from the Client prior to lodgement of its Tender, which clarification shall be valid only if issued in writing.

- 4.4 Any questions to the Client concerning the Tender Documents shall be directed in writing as detailed in the Instructions to Tenderers.
- 4.5 Any clarification given pursuant to this Clause may also be issued to all other Tenderers in the form of a Supplementary Notice to the Tender Documents.

## **5. LODGEMENT OF TENDERS**

- 5.1 Tenders shall be submitted in soft and hard copies as detailed in the Instruction to Tenderers. Hard copy tender shall be enclosed in a sealed envelope or package suitably endorsed and marked clearly as specified in the Instructions to Tenderers, and shall be lodged at the place named in the Instructions to Tenderers by the date and time specified therein.
- 5.2 A tender deposit is not required.
- 5.3 The Client shall not be liable in any respect whatsoever for any costs, damages, charges or expenses whatever or however arising incurred by the Tenderer in relation to or in any way in connection with the preparation or submission of a Tender pursuant hereto, or subsequent clarifications, submissions or resubmission's after lodgement of any Tender including the requirement to submit additional detailed information, or attendance at any meeting under Clause 10.2 of these Conditions for Tendering.

## **6. SUPPLEMENTARY NOTICES**

- 6.1 The Client may issue Supplementary Notices to the Tender Documents to advise of changes, corrections and clarifications thereto or to respond to queries from tenderers or for any other reason that the Client deems necessary.
- 6.2 Supplementary Notices will be numbered and the Tenderer shall acknowledge their receipt and inclusion in its Tender(s)

## **7. CONFORMING TENDERS**

Tenderers shall submit an unqualified tender in accordance with the requirements of the Tender Documents, but are invited to submit alternatives



which they consider would be of benefit to the Client, providing that they are clearly noted as a non-conforming tender.

## **8. NON-CONFORMING TENDERS**

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

## **9. VALIDITY OF TENDER**

The Tender and the offer it contains therein shall remain open for acceptance for a period of ninety (90) days from the closing date for tenders stated in the Invitation to Tender.

## **10. ACCEPTANCE OF TENDERS**

- 10.1 The Client shall not be obliged nor bound to accept the lowest, or any Tender.
- 10.2 At any time after the lodgement of a Tender, the Client shall be entitled to request further information, including attendance at meetings on the Site as the Client may require from the Tenderer, to obtain clarification of any details included in its Tender and the Tenderer shall promptly comply with such requests.

## **11. CONFIDENTIAL INFORMATION**

- 11.1 Drawings, specifications, technical data and other information supplied to Tenderers shall not be used for purposes other than the preparation of its Tender without the written approval of the Client.
- 11.2 On receipt of notification that its Tender has been unsuccessful, the unsuccessful Tenderer shall, if requested by the Client, return all Tender Documents and all copies thereof together with a statement that no electronic, microfilm or other form of copy has been made and retained by the Tenderer or anyone whom the Tenderer provided an original or copy thereof. Additionally, the Tenderer shall conform to the provisions of any confidentiality agreement entered into between itself and the Client.
- 11.3 Information submitted in a Tender shall be regarded as confidential and shall not be disclosed to a third party by the Client without the prior written agreement of the Tenderer.

## **12. TENDER PRICING**

- 12.1 The whole of the work under the Contract shall be priced and included in the Schedules.
- 12.2 All items in the Schedules shall be priced and shall be extended by the Tenderer and the extended prices shall summate to equal the Contract Sum.
- 12.3 New items shall not be added to the Schedule except those which the Tenderer is specifically instructed to insert. Alterations to the wording, quantities and units for the items listed will not be accepted.
- 12.4 If an error in addition is discovered in extension of the unit rates or the summation of the prices, the error shall be corrected by the Tenderer to retain the originally tendered Contract Sum.

## **13. EQUIVALENT ITEMS**

Where reference is made in the Tender Documents to the effect that a particular brand of an item is to be incorporated into the Work under the Contract, it shall mean such particular brand or equivalent. The Tenderer shall satisfy the Client of the suitability of any equivalent that the Tenderer wishes to incorporate into the Work under the Contract.

## **14. ANTI COLLUSION WARRANTY**

The Tenderer warrants that the Tenderer is in all respects an independent Tenderer and that no collusion has taken place between the Tenderer and any other prospective Tenderer or interested party in the preparation of the whole or any part of the Tender.

## **15. SCHEDULES**

The Tenderer shall complete all the Schedules included in the Tender Documents and more particularly numerated in the Form of Tender. Failing to complete the Schedules may render the Tender non-conforming, in which case, the Tender may not be duly considered by the Client.

## **16. EXTENSIONS OF TIME TO TENDER**

If any Tenderer applies for and is granted an extension of time to lodge its Tender, an extension so granted shall apply to all Tenderers who will be advised of the amended closing date for receipt of Tenders, whether their

Tenders have been lodged or not. Extensions of time to tender will not be granted for application made within 7 days of the closing date for tenders.

## **17. SUBCONTRACTOR**

Tenderers shall be entirely responsible for providing clarifications to potential Subcontractors with respect to this Tender including answering any queries they may have. The Client shall not under any circumstances acknowledge or answer any queries received directly from such Subcontractors.

## **A4 INSTRUCTIONS TO TENDERERS**

- 1.0 Tenderers shall submit their Tender to the Procurement Manager, Mr Tony Poole by email: [tony.poole@mvpl.com.au](mailto:tony.poole@mvpl.com.au) (CC: [alex.bong@mvpl.com.au](mailto:alex.bong@mvpl.com.au), [brad.nicholls@mvpl.com.au](mailto:brad.nicholls@mvpl.com.au), [doc.control@mvpl.com.au](mailto:doc.control@mvpl.com.au), [flormiza.cabalteja@mvpl.com.au](mailto:flormiza.cabalteja@mvpl.com.au) and [graham.arvidson@mvpl.com.au](mailto:graham.arvidson@mvpl.com.au))

to arrive between 1445 and 1500 hours (AWST) on Tuesday 9 December 2014.

The subject line of the email should be: Tender: Definitive Study for Refinery De-Bottlenecking Project.

- 2.0 Questions during the tender period concerning the Tender Documents shall be directed in writing only to the Procurement Manager, Mr Poole by email: [tony.poole@mvpl.com.au](mailto:tony.poole@mvpl.com.au) (CC: [alex.bong@mvpl.com.au](mailto:alex.bong@mvpl.com.au), [brad.nicholls@mvpl.com.au](mailto:brad.nicholls@mvpl.com.au), [doc.control@mvpl.com.au](mailto:doc.control@mvpl.com.au), [flormiza.cabalteja@mvpl.com.au](mailto:flormiza.cabalteja@mvpl.com.au) and [graham.arvidson@mvpl.com.au](mailto:graham.arvidson@mvpl.com.au))

- 3.0 A site visit for interested parties is planned to depart Perth airport on Wednesday 19 November 2014, returning to Perth on 20 November 2014.

## **A5 TENDER FORM**

### **TENDER FOR DOCUMENT NUMBER 10-306-PR-TEN-0001 BEING FOR REFINERY DE-BOTTLENECKING PROJECT MIDWEST VANADIUM PTY LTD**

Under and subject to the Annexed Conditions of Tendering the undersigned tenders and offers:

- a) to well and faithfully execute the Work named, shown, described or referred to in the Contract Documents including any Supplementary Notices issued by the Client prior to the date hereof, and
- b) to supply and provide (except as to be provided and supplied by the Client as stated in the Contract Documents), and
- c) to perform, fulfil, observe, comply with and submit to all the provisions contained in or reasonably to be inferred from the Contract Documents annexed hereto or which may subsequently form part of the Contract and which are to be performed, fulfilled, observed, complied with or submitted to by the Tenderer, and
- d) to achieve completion of the Work within 8 weeks from the Commencement of the Contract and in compliance with the time or times stated in the Contract Documents.

#### **Significant Dates**

Tenders Close	9 December 2014
Proposed Award	16 December 2014
Nominal Completion Date	24 February 2015

All in conformity and in accordance with the Contract Documents and the other documentation forming part of this Contract and for the

CONTRACT SUM of ..... CONTRACT DURATION ..... weeks

Dated..... 2014

.....  
Name of Tenderer

.....  
Title of Tenderer's Authorised Signatory

.....  
Signature of Authorised Signatory

.....  
Witness of Signature of Tenderer

The following Supplementary Notices were received in the tender period and are hereby acknowledged.

Supplementary Notice No.	Date
.....	.....
.....	.....
.....	.....

## **SECTION ONE**

### **AGREEMENT**

**FORMAL INSTRUMENT OF AGREEMENT****Tender Document Number 10-306-PR-TEN-0001****REFINERY DE-BOTTLENECKING PROJECT – MIDWEST VANADIUM PTY LTD**

AN AGREEMENT effective as of \_\_\_\_\_ day of \_\_\_\_\_ 2014

BETWEEN:

MIDWEST VANADIUM PTY LTD [65 113 874 712]

Of Level 11, Brookfield Place, 125 St Georges Terrace, PERTH, WA, 6000

("Client") of the one part.

AND:

\_\_\_\_\_ ABN \_\_\_\_\_

Of (address) \_\_\_\_\_ ("Consultant") of the other part.

**RECITALS**

- A. The Consultant has represented to the Client that it has special knowledge, experience and expertise required for the Works under Contract (WUC).
- B. In reliance on the representation in A above, the Client has engaged the Consultant to undertake the WUC in accordance with the terms and conditions of this Contract.

**THIS AGREEMENT WITNESSES as follows:**

1. The following documents comprise the agreement between the parties:
  - (a) this Formal Instrument of Agreement as set out in Section 1 (***Formal Instrument of Agreement***);
  - (b) the Conditions of Contract for Works as set out in Section 2, including the Australian Standard AS 4122-2010 General Conditions of Contract for Consultants, with Annexure Parts A, B and C (***Conditions of Contract***);
  - (c) and the WUC, Pricing Schedule, Project Schedule, Technical Particulars, Cash Flow Forecast, Contract Particulars, Proposed Subcontractors, Specifications List, Planning, Progress and Reporting Requirements, Exceptions and Exclusions as specified in Section 3 (***Schedules***).



(collectively called the **Contract**).

2. Each of the Client and the Consultant covenants that:

(a) it has full legal capacity and power to:

- (i) own its property and to carry on its business; and
- (ii) enter into the Contract and carry out the transactions that the Contract contemplates; and

(b) it holds each authorisation that is necessary to:

- (i) enable it to properly execute the Contract and carry out the transactions that the Contract contemplates;
- (ii) ensure that the Contract is legal, valid, binding and admissible in evidence; and
- (iii) enable it to properly carry on its business,

and it is complying with any conditions to which any of these authorisations is subject.

3. The Contract contains the entire agreement between the Client and the Consultant in connection with the execution of the WUC (as that term is defined in the **General Conditions**). Any earlier understanding, agreement, representation or warranty of the parties in connection with the WUC is replaced by this Contract and has no further effect.

4. The Consultant shall execute and complete the WUC in accordance with the provisions of the Contract.

5. In consideration of the Consultant so performing the WUC, the Client shall pay to the Consultant the contract sum, in accordance with the Contract.

6. In the event of any ambiguity, discrepancy or inconsistency between anything contained in the documents constituting the Contract, the following order of precedence shall apply:

*[The following preliminary order of precedence will be finalised at the end of the Tender process.]*

(a) this **Formal Instrument of Agreement**,

(b) the **Conditions of Contract**,

(c) and the **Schedules**.

7. The Contract may be executed in counterparts.



8. Words defined in the General Conditions will have the same meaning in this Formal Instrument of Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this *Contract* as a deed the day and year first above written.

**EXECUTED** by **Midwest Vanadium Pty Ltd**  
by its duly authorised officer,  
in the presence of:

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **XXXX**  
by its duly authorised officer,  
in the presence of:

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

## **SECTION TWO CONDITIONS OF CONTRACT**

## **2. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract shall be AS4122-2010 *General Conditions of Contract for Consultants*. The Consultant shall be responsible for obtaining its own copy of this document from Standards Australia.

Annexures Part A, B and C of AS 4122-2010 follows.

# Part A

## ANNEXURE to the Australian Standard General Conditions of Contract for Consultants AS 4122 - 2010

The parties are encouraged to review AS 4121-1994, Code of ethics and procedures for the selection of consultants, prior to completing Annexure Part A.

<b>Item 1</b>	<b>The Client is:</b>	Midwest Vanadium Pty Ltd.....
<b>(clause 1.1)</b>	<p>Guidance Note: Insert the identity of the Client with ABN and address. Identify whether the Client is acting as the agent of another person and, if so, identify that person and their ABN. (You can verify the name and ABN free of charge at <a href="http://www.asic.gov.au">www.asic.gov.au</a> or <a href="http://www.abr.gov.au">www.abr.gov.au</a>)</p>	of Level 11, Brookfield Place, 125 St Georges Terrace ..... Perth, WA 6000 ..... ABN 65 113 874 712 .....
<b>Item 2</b>	<b>The Consultant is:</b>	.....
<b>(clause 1.1)</b>	<p>Guidance Note: Insert the identity of the Consultant with ABN and address. (You can verify the name and ABN free of charge at <a href="http://www.asic.gov.au">www.asic.gov.au</a> or <a href="http://www.abr.gov.au">www.abr.gov.au</a>)</p>	of ..... ..... ABN .....
<b>Item 3</b>	<b>The Contract Documents are:</b>	1. These General Conditions of Contract.
<b>(clause 1.1)</b>	<p>Guidance Note: Insert any other relevant Documents forming this Contract.</p>	2. Formal Instrument of Agreement. 3. (Other): Schedules ..... ..... .....
<b>Item 4</b>	<b>The Scope is described in the</b>	Document Number: 10-306-GN-SOW-0001 Definitive Study for
<b>(clause 1.1)</b>	<b>following Documents, or the Scope is:</b>	Refinery De-Bottlenecking Project..... ..... .....
	<p>Guidance Note: The Scope is intended to describe the Scope of the Services that are required to be performed and their relationship to the project being undertaken by the Client. Either identify the Documents that describe the Scope or include a statement of the Scope in this Item.</p>	

- Item 5      *The purpose(s) for which the* To allow preparation of tender/contract documents to actually  
 (clause 5.1) *Services will be suitable* perform the work via EPC or EPCM. ....  
                  *is/are:* .....  
                  .....  
                  .....
- Item 6      *The Client's representative* Tony Poole.....  
 (clause 6.1) *is:* .....  
                  .....  
                  .....
- Item 7      *The Consultant's* .....  
 (clause 6.2) *representative is:* .....  
                  .....  
                  .....

<p><b>Item 8</b> (clause 10.1)</p>	<p><b>Claims for payment must be made on the following basis:</b></p> <p>Guidance Note: Specify whether claims for payment will be on a lump sum, a percentage, or rates, or any combination.</p> <p>Specify whether the basis is inclusive or exclusive of GST.</p> <p>If rates apply, specify rates and intervals.</p>	<p>Lump Sum: \$.....</p> <p>and/or</p> <p>Percentage.....%of.....</p> <p>and/or</p> <p>Rates      Yes      No</p> <p>(strike through as appropriate)</p> <p>GST inclusive      Yes      No</p> <p>(strike through as appropriate)</p> <table border="0"> <tr> <td style="width: 50%;"></td> <td style="text-align: center;">Role/Task:</td> <td style="text-align: center;">Rate \$/per</td> </tr> <tr><td colspan="3">.....</td></tr> <tr><td colspan="3">.....</td></tr> <tr><td colspan="3">.....</td></tr> <tr><td colspan="3">.....</td></tr> <tr><td colspan="3">.....</td></tr> </table> <p>Specify whether claims for payment, however calculated, will be paid in a single lump sum or in stages. If payable in stages, state the Fee or percentage of Fee payable for each stage.</p> <table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Stage/Task:</td> <td style="text-align: center;">\$      /      % of Fee</td> </tr> <tr> <td colspan="3">Refer to Schedule 2. Invoice monthly based on actual hours incurred.....</td> </tr> <tr><td colspan="3">.....</td></tr> <tr><td colspan="3">.....</td></tr> <tr><td colspan="3">.....</td></tr> <tr><td colspan="3">.....</td></tr> </table>		Role/Task:	Rate \$/per	.....			.....			.....			.....			.....				Stage/Task:	\$      /      % of Fee	Refer to Schedule 2. Invoice monthly based on actual hours incurred.....			.....			.....			.....			.....		
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<p><b>Item 9</b> (clause 10.2)</p>	<p>Disbursements for which the Consultant may claim payment:</p>	<p>.....</p>																																				
<p><b>Item 10</b> (clause 10.3)</p>	<p>Time to claim payment is no later than:</p>	<p>.....</p>																																				
<p><b>Item 11</b> (clause 10.6)</p>	<p>The time for payment is no later than:</p>	<p>.....</p> <p>Business Days after receipt of a claim for payment or if nothing is stated 30 calendar days after service of a payment claim.</p>																																				
<p><b>Item 12</b> (clause 10.9)</p>	<p>The rate of interest for overdue payment is:</p>	<p>10% per annum .....</p>																																				
<p><b>Item 13</b> (clause 12.1)</p>	<p>Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:</p>	<p>Alternative 1: Date: 24 February 2015 or 8 weeks after commencement of this Contract .....</p>																																				

Alternative 2: Under the program attached.

Alternative 2: see attached program.

Guidance Note:  
If Alternative 2 is to apply, a program must be attached.

If nothing stated or attached then within a reasonable time.

**Item 14** Other causes of delay for .....  
(clause 12.3 (c)) which the Consultant may .....  
notify an extension of time: .....

**Item 15** The Approvals to be obtained .....  
(clause 13.2) by the Consultant are: .....

<b>Item 16</b>	The key personnel are:	Name:	Roles to be performed:
(clause 18)			
	Guidance Note: Insert the identity of the key personnel together with a description of the work they will perform.	.....	.....
		.....	.....
		.....	.....

**Item 17** Existing conflicts of interest: .....  
(clause 19.2) .....

**Item 18** Copyright and other .....  
(clause 21.3) Intellectual Property Rights, .....  
the Alternative that applies is: .....  
Alternative 2.....

Guidance Note:  
Identify whether Alternative 1 or Alternative 2 applies. ....

**Item 19** List excluded Intellectual .....  
(clause 21.3) Property Rights: .....  
Alternative 2) Guidance Note:  
For example, maps referenced from Google Earth.

**Item 20** The additional amount .....  
(clause 21.4) payable to the Consultant for .....  
Alternative 2) granting of Intellectual \$ .....  
Property Rights to the Client .....  
is:

Guidance Note:  
If Alternative 2 applies, state the additional amount payable to the Consultant to vest the Intellectual Property Rights in the Client.



<p><i>Item 21</i> (clause 22.1)</p>	<p>Does clause 22 (Moral Rights) apply?</p>	<p>Yes                      No</p> <p>(strike through as relevant.)</p>
	<p>If yes, the author is:</p> <p>Guidance Note: For example, the name of the Consultant.</p>	<p>.....</p>
<p><i>Item 22</i> (clause 23.1)</p>	<p>The following Documents are confidential:</p> <p>Guidance Note: Confidential Documents could include Client Information, this Contract and the Deliverables. It may also include Fee information and background Intellectual Property Rights.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p><i>Item 23</i> (clause 24.4)</p>	<p>Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate:</p>	<p>.....</p>
<p><i>Item 24</i> (clause 29.1)</p>	<p>The Consultant's liability is limited to:</p> <p>Guidance Note: As a guide the liability should be specified as a monetary amount and not refer to the insurance policy.</p>	<p>\$10,000,000 (\$10 million) .....</p> <p>.....</p> <p>.....</p>
<p><i>Item 25</i> (clause 30.2)</p>	<p>The amount of public liability insurance is:</p>	<p>.....</p> <p>.....</p>
<p><i>Item 26</i> (clause 30.4)</p>	<p>The amount of the professional indemnity insurance is:</p>	<p>.....</p> <p>.....</p>
<p><i>Item 27</i> (clause 30.4)</p>	<p>The professional indemnity insurance must be maintained for the following period:</p>	<p>Six Years .....</p> <p>.....</p> <p>.....</p>

- Item 28*  
(*clause 30.7*)      The Client must effect the following insurances and maintain them for the following periods:
- | Insurance: | Period: |
|------------|---------|
| .....      | .....   |
| .....      | .....   |
| .....      | .....   |
| .....      | .....   |
| .....      | .....   |
| .....      | .....   |
- Guidance Note:  
Insurances could include for example, public liability, professional indemnity, and workers compensation.  
Parties should clarify that the insurance should be primary and include a clause waiving contribution claims against the *Consultant's* insurance.
- Item 29*  
(*clause 33.1*)      The address for the service of notices is:
- .....
- .....
- Guidance Note:  
Insert the appropriate mail, fax, email or other electronic address of each party to this Contract.
- .....
- .....
- .....
- Item 30*  
(*clause 35*)      The law governing this Contract is:
- .....
- If nothing is stated, the state or territory where the Services are to be substantially performed.
- Item 31*      Has this Contract been amended from its original form?
- Yes/No

## Part B

### Annexure to the Australian Standard General Conditions of Contract for Consultants AS 4122 - 2010

#### DELETIONS, AMENDMENTS AND ADDITIONS

- 1 The following clauses or parts of clauses have been deleted from the General Conditions in AS 4122—2010:

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- 2 The following clauses have been amended and differ from the corresponding clauses in AS 4122 – 2010:

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- 3 The following clauses have been added to those of AS 4122—2010:

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## Part C

### Annexure to the Australian Standard General Conditions of Contract for Consultants AS 4122 - 2010

#### ***Moral Rights Consent Form 1 – For Employees of the Consultant*** **(clause 22)**

**To:** ***[INSERT CONSULTANT]***

**ABN:** ***[INSERT ABN]***

In relation to any work that I perform for [*Consultant's name*] ('you') in the course of my employment, I agree as follows:

- (a) Unless you and I agree otherwise in writing, I will not be attributed personally as the author of my work and you will be described as the author of any work I perform and as the author of any product that results from my work.
- (b) Alternatively you and your client may agree on the form of attribution to be given to any specific product of my work.
- (c) Without notifying or consulting me, you may alter my work in any way that you consider desirable, or necessary.
- (d) You need not advise me if you are notified of any intended alteration to or demolition of any project, building or structure related to my work.
- (e) You may provide a copy of this consent to any client.
- (f) This consent also applies to all work that I have already performed for you.

Signed by the holder of Moral Rights: \_\_\_\_\_

\_\_\_\_\_  
Print name of signatory

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**Moral Rights Consent Form 2 – For use by the Consultant with its subconsultants or subcontractors**

**(clause 22)**

**To:** *[INSERT CONSULTANT]*  
**ABN:** *[INSERT ABN]*  
**Project Name:** *[INSERT NAME OF PROJECT]*

**Note: Project name must be inserted for this consent to be valid.**

In relation to any services that we supply to [Consultant's name] ('you') in the course of [project name], we agree that, given the nature of the work, and the purpose, manner and context of its intended use:

- (a) Nothing in this consent prevents you describing yourself as an author or the author of [project name] or as the project comes to be known from time to time.
- (b) We will also be attributed as an author in circumstances that you consider reasonable and practicable, or as otherwise agreed with you in writing.
- (c) You need not advise us if you are notified of any intended alteration to or demolition of any project, building or structure related to our work.
- (d) You may provide a copy of this consent to any of your clients./
- (e) We have the right to give this consent on behalf of our employees and our own subconsultants and subcontractors (if any).
- (f) We will provide you with copies of such consents within a reasonable time if you request them.

Signed by the sub-consultant on behalf

of each holder of Moral Rights: \_\_\_\_\_

\_\_\_\_\_  
Print name and ABN of  
subconsultant/subcontractor

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

## **SECTION THREE SCHEDULES**

## **SCHEDULES**

The following schedules form part of the Contract and shall be read and construed in accordance with the other provisions in the Contract as applicable.

Schedule 1	Works under Contract (WUC): Scope of Work
Schedule 2	Pricing Schedule
Schedule 3	Project Timeline Schedule
Schedule 4	Technical Particulars – Organisational Chart and Personnel
Schedule 5	Cash Flow Forecast
Schedule 6	Contract Particulars – Safety, Quality and Work Cycle
Schedule 7	Previous & Current Experience of Consultant
Schedule 8	Proposed Subcontractors
Schedule 9	Specifications List
Schedule 10	Planning, Progress and Reporting Requirements
Schedule 11	Exceptions and Exclusions

## **SCHEDULE 1 - WORKS UNDER CONTRACT: SCOPE OF WORK**



## **1.0 WORKS UNDER CONTRACT (WUC)**

### **1.1 SCOPE OF WORKS**

The scope of work to be carried out is described in the Scope of Work Document 10-306-GN-SOW-0001 which is set out at the end of this Schedule.

### **1.2 SITE SURVEY DATA**

If the requested survey data is not available from the Client, the Consultant is to allow for any further surveying work that is deemed necessary in order to complete the work.

### **1.3 PROJECT DELIVERABLES**

As a minimum, the deliverables to be submitted to the Client are set out in Appendix H of the Scope of Work document referred in above.

## **2.0 OPPORTUNITIES FOR BADIMIA PEOPLE AND MOUNT MAGNET COMMUNITY**

The Client is committed to providing ongoing employment and contracting opportunities to the Badimia People, the local traditional owner group at Windimurra, which will lead to a self-sustaining indigenous working community.

The Client is also keen to provide ongoing employment and contracting opportunities to the Mount Magnet community generally.

Accordingly, the Client will view favourably commitments by the Consultant to provide opportunities to further the Client's goals in regard to these matters.

## **3.0 MISCELLANEOUS REQUIREMENTS**

### **3.1 GENERAL OBLIGATIONS**

The following tasks shall be the responsibility of the Consultant.

- The performance of the WUC according to the requirements of the agreed work schedule.

### **3.2 HERITAGE AND ENVIRONMENTAL OBLIGATIONS**

The Consultant is to comply with the Client's obligations in these fields.

## **SCHEDULE 2 PRICING SCHEDULE**

## SCHEDULE 2 – PRICING SCHEDULE

### 1.0 INCENTIVISED SCHEDULE DRIVEN PRICE MODEL

Payment under this Agreement is determined by the model set out in this schedule, which aims to incentivise delivery of the WUC within an agreed time schedule. Broadly, delivery of the WUC to the satisfaction of the Client within the agreed Target Schedule will result in an additional payment (representing a bonus for timely delivery – Incentive Sum) to the Consultant. Delivery of the WUC beyond the agreed Target Schedule will still result in the Basic Rate price being paid, but with no additional/bonus payment. Rates payable for services performed after the Target Schedule or in excess of the Target Price are charged at a Basic Rate excluding any profit component.

The following definitions apply within this schedule:

Phrase	Definition
Target Price or TP	means the estimated price provided by the Consultant and agreed by MVPL based on the quantities and rates (TR) estimated to be required to deliver the WUC. In this agreement it is the sum of [\$.....].
Actual Price or AP	means the price calculated based on the sum of hours at TR rates actually incurred up to the point of the expiry of TS. AP cannot exceed TP, regardless of hours worked.
Target Schedule or TS	means the period expiring [8] weeks following award of contract.
Incentive Sum or IS	means the sum of [\$56,775 exclusive of GST].
Basic Rate or BR	means the Basic Rate which is the basic charge rate for personnel inclusive of fixed costs (including without limitation superannuation, payroll tax etc.) but excluding any profit component.
Profit Component or PC	means the Consultant's profit component of the Total Rate.
Total rate or TR	Total Rate equates to BR + PC and is normal rate chargeable to Clients for personnel (exclusive of GST).

## **2.0 WUC COMPLETION WITHIN TARGET SCHEDULE (TS)**

Where the WUC is completed (to the reasonable satisfaction of the Client) within the Target Schedule, the Client shall pay the Consultant AP + IS (less any progress payments paid to date).

Where the WUC is completed (to the reasonable satisfaction of the Client) with the Target Schedule, but where TP has been reached prior to completion, the Client shall pay the Consultant TP + IS + (hours worked beyond TP multiplied by BR) (less any progress payments paid to date).

## **3.0 WUC COMPLETION AFTER TARGET SCHEDULE (TS)**

Where the WUC is completed (to the reasonable satisfaction of the Client) after the Target Schedule period, but within TP:

- i. The Client shall pay the Consultant AP (less any progress payments paid to date).
- ii. Any further billable hours for services after the Target Schedule period required to complete the WUC are to be charged at the Base Rate.

Where the WUC is completed (to the reasonable satisfaction of the Client) after the Target Schedule period and beyond TP:

- i. The Client shall pay the Consultant TP (less any progress payments paid to date).
- ii. Any further billable hours for services after the Target Schedule period or in excess of the Target Price required to complete the WUC are to be charged at Basic Rates.

## **4.0 HOURS IN EXCESS OF WEEKLY FORECAST**

In relation to the weekly man-hour forecast as detailed in Schedule 10, the Consultant must advise and get the prior approval from the Client before utilising hours in excess of the weekly forecast.

## 5.0 TABLE OF RATES

All rates in this table are exclusive of GST.

Description	Basic Rate (BR)	Profit Component on BR (PC)	Total Rate based on BR + PM (TR)
Graduate engineer			
CAD operator			
Discipline engineer			
Principal/Lead engineer			
Project manager			

These rates may be used for any additional work requested by the Client not included in the WUC.

## 6.0 TARGET PRICE BREAKDOWN

The Target Price is based on the following quantities and rates.

Description	TR	Quantity	Total Cost
Graduate engineer			
CAD operator			
Discipline engineer			
Principal/Lead engineer			
Project manager			
Target Price			\$

## **SCHEDULE 3 PROJECT TIMELINE SCHEDULE**

## **SCHEDULE 3**

### **PROJECT TIMELINE SCHEDULE**

The Consultant shall provide a program of works in sufficient detail for the Client to properly assess the offer. The project program of works submitted shall form part of the contract agreement.

The Consultant undertakes to perform the work in accordance with the approved Project (Timeline) Schedule.

### **THE TENDER SHALL INCLUDE THE FOLLOWING SCHEDULES AS A MINIMUM REQUIREMENT:**

Drafting

Engineering

Documentation for Engineering

Documentation for Procurement

Documentation for Construction

Documentation for Management

### **KEY MILESTONE DATES**

Tenders Close	9 December 2014
Proposed Award	16 December 2014
Nominal Completion Date	24 February 2015

The submitted schedule is to be A3 drawing size format or better and is to include manning levels planned for the project.

The schedule shall also show the critical path activities in a different colour to the normal tasks.



**SCHEDULE 4**  
**TECHNICAL PARTICULARS**  
Organisational Chart and Personnel

## **SCHEDULE 4**

### **TECHNICAL PARTICULARS**

#### Organisational Chart and Personnel

#### **PROPOSED CONTRACT ORGANISATION**

Consultant to advise names and provide resumes for key personnel offered for management and performance of the WUC (organisational chart).

The proposed personnel shall remain throughout the duration of the WUC and shall only be removed or replaced upon request and/or approval from the Client.

## **SCHEDULE 5 CASH FLOW FORECAST**

## **SCHEDULE 5 CASH FLOW FORECAST**

Consultant to provide forecast progress claim amounts during the WUC to assist in overall project control.

<b>PROGRESS CLAIM FOR THE MONTH ENDING</b>	<b>PROGRESS CLAIM AMOUNT</b>
	A\$
	A\$
	A\$
	A\$
	A\$
	A\$
<b>TOTAL</b>	<b>A\$</b>

**SCHEDULE 6**  
**CONTRACT PARTICULARS**  
Safety, Quality and Work Cycle

## **SCHEDULE 6**

### **CONTRACT PARTICULARS**

#### **Safety, Quality and Work Cycle**

The Consultant shall advise the following:

1. Name of Company Quality Officer:
2. Quality accreditation to ISO9001 and/or ISO9002 and/or AS/NZS 4801 (OHS)  
(Strike out if not applicable)
3. If not, does the Consultant have a Quality Assurance Manual and Procedures: Y/N
4. What Rest and Recreation cycle would the Consultant propose to work on this project?
5. What daily hours and rest day cycle do the Consultant propose to work on this project?

**SCHEDULE 7**  
**PREVIOUS and CURRENT EXPERIENCE of CONSULTANT**

## **SCHEDULE 7**

### **PREVIOUS and CURRENT EXPERIENCE of CONSULTANT**

The Consultant to list current and previous PROJECT:

#### **CURRENT SCOPING, PFS, BFS, DFS, FEED AND EPCM CONTRACTS**

Item	Description	Value A\$	Contact / Reference	
			Name	Phone
1				
2				
3				
4				
5				

#### **PREVIOUS SCOPING, PFS, BFS, DFS, FEED AND EPCM CONTRACTS [Last 5 years]**

Item	Description	Value A\$	Contact / Reference	
			Name	Phone
1				
2				
3				
4				
5				



## **SCHEDULE 8 PROPOSED SUBCONTRACTORS**

## **SCHEDULE 8 PROPOSED SUBCONTRACTORS**

Details of subcontractor(s) to which the Consultant intends to sublet portions of the work are listed hereunder. In accordance with the provisions in the contract, the Consultant shall not change the nominated subcontractor without prior approval from the Client.

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<b>NAME AND ADDRESS OF PROPOSED SUBCONTRACTOR</b>	<b>WORK TO BE SUBCONTRACTED</b>
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## **SCHEDULE 9 SPECIFICATIONS LIST**

## SCHEDULE 9 SPECIFICATIONS LIST

The specifications list below form part of the Tender documents.

**Table 9.1 - Specifications List**

Document No:	Revision	Title
6033-S-00-G-001	B	Project Specification
6033-S-00-G-002	A	Site Data and Project Requirements Specification
6033-S-00-G-003	2	Project Numbering Specification
6033-S-00-G-009	1	Standard Specification for Painting and Protective Coatings
6033-S-00-P-001	2	Piping Materials and Valves Specification
6033-S-00-R-001	1	Standard Specification for Concrete
6033-S-00-E-014	B	Standard Specification – Preferred Equipment List
6033-G-00-F-001	2	Process Design Criteria <sup>1</sup>
6033-G-00-F-002	0	Process Plant Description
6033-G-00-F-005 and 006	3	Process Control Philosophy – Area 19
6033-G-00-F-007	3	Process Control Philosophy – Area 20
6033-G-00-F-008	2	Process Control Philosophy – Area 25
6033-G-00-F-009	4	Process Control Philosophy – Area 30
6033-G-00-F-010	5	Process Control Philosophy – Area 35
6033-G-00-F-011	A	Process Control Philosophy – Area 36
6033-G-00-F-014	B	Process Control Philosophy – Area 41
6033-G-00-F-004	C	Process Mass Balance
6033-G-00-S-002	B	Structural Design Criteria
6033-S-00-E-001	B	Electrical / Instrumentation Design Criteria
6033-G-00-P-001	A	Piping Basis of Design

<sup>1</sup> To be read in conjunction with "Refinery Stage Recoveries" by MVPL. The recoveries specified in the aforementioned document shall take precedence.

6033-G-00-M-001	A	Mechanical Basis of Design
6033-G-00-E-001	B	Electrical Basis of Design

## **SCHEDULE 10**

### **PLANNING, PROGRESS AND REPORTING REQUIREMENTS**

## **SCHEDULE 10**

### **PLANNING, PROGRESS AND REPORTING REQUIREMENTS**

#### **1.0 GENERAL**

- a) These Planning, Progressing and Reporting Requirements are intended as a working tool to assist the Client and the Consultant to plan, measure performance of, and report the progress of the WUC.
- b) Preparation and submission of the Works Schedule and updates and revisions thereof together with reports all in accordance with this Schedule are an essential element of the project management and control system and a fundamental obligation under the Contract. If the Consultant defaults in the timely execution of any its obligation set out in this Schedule, the Client, in addition to any other rights under the Contract, may:
  - i. Withhold payment of monies due to the Consultant; and/or
  - ii. Arrange for the service to be carried out by others and deduct the cost thereof from monies due to the Consultant or from the retention or security provided by the Consultant.
- c) Compliance with this Schedule shall in no way derogate from the Consultant's obligations to complete the WUC in accordance with the Contract and by the Nominal Completion Date, including by providing sufficient resources to meet such obligations.
- d) These requirements lay out a hierarchical structure for the activities involved in maintenance of the Approved Works Schedule and reporting progress of the WUC. Based on the use of a common Work Breakdown Structure, this hierarchical structure provides for suitable visibility of the Consultant's intentions and progress whilst optimising update and maintenance. The timetable for development of various components that constitute the planning, progressing and reporting functions is also described.
- e) The Consultant shall submit documentation as detailed in Table 10.1 of this Schedule and any other requirement as directed by the Client.

## 2.0 DEFINITIONS

In this Schedule:

**Activity, Scheduled Activity** means the component of work performed during the course of the project usually having duration, an estimated cost and estimated resource requirements. Scheduled activities are connected to other scheduled activities with logical relationships and are usually sub-sets of Work Packages.

**Works Schedule** means the gantt chart showing duration and dates by which the various portions of the WUC are to be performed.

**Approved Works Schedule** means the **Works Schedule** that has been approved by the Client and shall be used as the baseline schedule.

**Critical Path** means the sequence or sequences of activities on the Approved Works Schedule which add up to the longest overall duration.

**Date of Award** means the date on which the notice in writing of acceptance of the Consultant's Tender was issued by the Client.

**Date of Update** means the Friday in each week or such other date nominated by the Client at his discretion.

**Design Office Labour** means all Personnel engaged in the design, planning, procurement, expediting, management and administration etc. of the WUC.

**Design Office Workhours** shall be the payroll hours expended by the design office work force excluding non-working hours for absenteeism such as sick leave, annual leave, public holidays, R&R and the like.

**Network** means the project schedule network diagram that displays the logical relationships between the project schedule activities, drawn from left to right to show project work chronology.

**Others** means all persons, firms or corporations other than the Consultant.

**Update** means with respect to Approved Works Schedule, showing the actual progress of the WUCC against planned including actual start and finish dates, forecast start and finish dates and percentage completion of activities that have started but are not yet complete.

**Work Breakdown Structure** is a product-oriented family tree that describes all the work that must be done to complete a project. The Work Breakdown Structure forms the basis for costing, scheduling and work responsibility. The Work Breakdown Structure shall be strictly in accordance with the Client's requirements.



**Work Package** is a collection of logically related Scheduled Activities that comprise the lowest level of work that is capable of being delivered under the Contract.

## **3.0 PROGRAM PREPARATION AND APPROVAL**

### **3.1 Preliminary Discussions**

Within five (5) days of the Date of Award, the Consultant shall contact the Client to liaise about the preparation of the Consultant's detailed Works Schedule.

### **3.2 Works Schedule Submission**

The Consultant shall, within ten (10) days after the Date of Award or other period as detailed in Section 4.0, submit to the Client for approval the Works Schedule which was accepted by the Client at the time of Contract Award revised to show full details of the Work Packages and Scheduled Activities comprising the Works.

### **3.3 Works Schedule Revision**

If the Client is of the opinion that the detailed breakdown of the Works submitted by the Consultant does not enable the Client to evaluate the Consultant's progress in sufficient detail, the Consultant shall, upon being notified by the Client to do so, continue to submit amendments of the detailed breakdown of its Works Schedule until it is approved by the Client. The Consultant shall in any event ensure that such Works Schedule is in a form acceptable to the Client by no later than seven (7) days after the Date of Award.

### **3.4 Works Schedule Approval**

Once the revised Works Schedule is approved, it shall become and thereafter be referred as the **Approved Works Schedule**. Upon written approval by the Client, the Approved Works Schedule shall supersede all Works Schedules which were submitted previously. The Consultant shall comply with and perform the WUC in accordance with the Approved Works Schedule and his presentations of progress and performance measurement shall be based on it. The Consultant acknowledges that the Client will rely upon the approved Work Packages, Scheduled Activities and Approved Works Schedule in coordinating the WUC performed by others.

## 4.0 REPORTING PERIODS

**Table 10.1 – Reporting Periods**

<b>Document Description</b>	<b>Frequency</b>
Works Progress Report <sup>1</sup>	Weekly
Monthly Progress Report	Monthly
Works Schedule <sup>1</sup>	Weekly
Progress Chart with S-Curve <sup>1</sup>	Weekly
Forecast of man-hours <sup>2</sup> for the following week	Weekly
Forecast total man-hours for completion of WUC	Weekly
2-week “look-ahead” Program	Weekly
Disputes and/or Variation Claims	Within 48 hours, Summarised Weekly
Names of all Consultant’s employees and subcontractors engaged in respect of the WUC	Weekly
Hours worked	Weekly
<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The Consultant shall submit a template for the Client to review and approve. Once approved, the template shall be used throughout the WUC. The Consultant is required to include in its reports, details from any of its subcontractors.</li> <li>2. Weekly forecast of man-hours for the following week to be reviewed and approved by the Client. The Client shall not be liable for any hours in excess of the weekly forecast unless otherwise approved by the Client.</li> </ol>	

## **5.0 PROGRAM FORMAT AND CONTENT**

### **5.1 Schedule and Progress Chart**

- a) The Works Schedule shall be developed by the Consultant using Microsoft PROJECT.
- b) The Approved Works Schedule shall be an expansion of the Works Schedule which was accepted by the Client at the time of Contract Award, incorporating all changes in scope and dates negotiated prior to Contract Award.
- c) The Approved Works Schedule shall meet the minimum requirements set out below and incorporate any directions by the Client may give to the Consultant.
- d) The Approved Works Schedule is a bar chart showing Activities based on the items defined by Section 2.0. As a minimum, they shall include the following:
  - i. The main critical paths shall be shown.
  - ii. All key milestone dates shall be shown, including all dates defined in the contract.
  - iii. Approval dates, if applicable.

### **5.2 Restraints**

The Approved Works Schedule shall include the following restraints:

- a) The dates of all statutory and other planned non work days during the Term of the Contract.
- b) Any circumstances which the Consultant foresees may affect Completion of any part of the WUC.

### **5.3 Sub-networks and Short Term Barcharts**

If and when requested by the Client, the Consultant shall prepare and submit:

- a) Sub-Networks to detail and clarify any areas within the Works Schedule. These shall be submitted to the Client within two (2) business days from the date of request and shall be in a format acceptable to the Client.
- b) Short-term look ahead, detailed schedules to display the Consultant's short term planning and co-ordination.

## **6.0 PROGRESS MEASUREMENT AND REPORTING**

### **6.1 Progress Measurement**

- a) The Consultant shall report progress of the WUC to the Client as per the frequency shown in Table 10.1 of this Schedule. The cut-off for weekly reporting and progress measurement is at the end of Friday. All progress reports for the week ending Friday are required to be submitted to the Client no later than 2pm (WAST) on the following Monday or as approved by the Client.
- b) Progressing is defined as the measurement of the status of the WUC against a predetermined target or set of targets. In order to summarise progress across all aspect of the WUC, it is reported in terms of percent complete.
- c) The basis for contract progress measurement shall be proposed by the Consultant for the Client to review and approve.
- d) For those categories of WUC which do not lend themselves to a practical measurement, the activity shall be divided into steps having a predetermined completion percentage which shall be agreed with the Client before commencement of WUC.
- e) The progress update report shall be grouped by area and discipline.

### **6.2 Progress Reports**

The Consultant shall submit progress reports, including, but not limited to, the following:

- a) Weekly Progress Table
- b) Consultant's Weekly Report
  - i. Consultant's weekly reports shall be submitted by 2pm (WAST) each Monday during the period the Consultant is performing the WUC. All weekly reports shall indicate the status at the end of Friday of the report period. The report shall include the following topics as a minimum:
    - Overall progress statistics listed separately for WUC activities;
    - Progress highlights including milestones achieved;
    - Contract variations including a log of claims submitted and those approved to date;
    - Outstanding Technical Queries (TQ);
    - Areas of concern; and

- Any other information as per request by the Client.
- ii. Attachments to this report shall include:
  - TQ Register;
  - Forecast of man-hours for the following week;
  - Forecast total man-hours for completion of WUC;
  - 2-week “look ahead” program;
  - Variation Register;
  - Works Schedule, Progress Chart containing the progress S-curve and the following information as a minimum:
    - Weekly baseline and earned percentage completion summarised by area.
    - Weekly baseline, earned and baseline percentage completion summarised to project level.
    - Weekly forecast percentage completion for the remainder of the project.
    - Weekly baseline and actual man-hours.
- c) Monthly Report
  - i. The Consultant shall submit to the Client a narrative report summarising progress and problems encountered during the preceding month including:
    - Activities or items completed during the month, including dates of Completion;
    - Activities or items scheduled for completion during the month, but not completed (showing details of intended remedial action and comment as to likely effects on the completion date), including forecast target dates for the finalisation of the items;
    - Changes to the Critical Path;
    - Activities or items re-scheduled or re-estimated by the Consultant;
    - Additional or deleted Activities or Items;
    - Anticipated slippages or problems; and
    - Forecast target dates for the finalisation of the items discussed.
- d) Critical Items Report

Should the Client request it, the Consultant shall prepare a Critical Items Report. This report, which may become routine, shall highlight those Activities on the Approved Works Schedule causing the most concern.

## **7.0 REVISION TO PROGRAM**

Should the Consultant fail to meet program dates or schedule rates of progress, it shall demonstrate by means of recovery program(s), histogram(s) and progress curve(s), as required by the Client, the means of completing the WUC by the Completion Date(s).

## **8.0 APPROVED WORKS SCHEDULE REVISION**

The Consultant shall revise the Approved Works Schedule to cater for major changes as instructed by the Client, whenever revisions require a major change or rescheduling as pre-determined by the Client.

## **9.0 REVISION APPROVED**

On approval of a major revision by the Client, the approval shall be incorporated in the previously Approved Works Schedule and shall be deemed to form part of it, but under no circumstances shall approval of a major revision be deemed an extension of the Completion Date(s) unless a variation to the Contract has been agreed extending the Completion Date(s).

## **SCHEDULE 11**

### **EXCEPTIONS AND EXCLUSIONS**

## **SCHEDULE 11**

### **EXCEPTIONS AND EXCLUSIONS**

#### **1.0 GENERAL**

The Consultant shall list all exceptions and/or exclusions to commercial terms (including without limitation the proposed form of contract) or technical requirements. No exceptions and exclusions will be considered for discussion, clarification or negotiation after the closing date for tender if they are not listed in this schedule.

The exceptions and/or exclusions are as follows:

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.....