



# STANDING OFFER DEED

**Contract No [Insert]**

**[Insert Project Name]**

Hunter Water Corporation ABN 46 228 513 446  
Principal

**[Insert name and ABN]**  
Contractor

Version: 1.0 dated November 2021



## Standing Offer Deed overview

This Standing Offer Deed enables Hunter Water to periodically procure project activities such as services, goods, maintenance services, construction works or professional services from the Contractor from time to time.

The Standing Offer Deed structure facilitates the efficient procurement of project activities by setting out a process through which Hunter Water may request a Quotation for project activities from the Contractor, negotiate the final form of the Contractor's Quotation and choose whether to procure those project activities from the Contractor. If Hunter Water chooses to procure the project activities from the Contractor, a separate Project Contract will be formed with pre-agreed commercial terms (the General Conditions) and pricing structures (the Schedule of Prices).

Where the Schedule of Prices included in the Standing Offer Deed includes pricing for the supply only of Goods and/or Services, the standing offer deed also allows Hunter Water to order such Goods and/or Services by issuing a Purchase Order nominating the Goods and/or Services and quantity thereof that are required. In these circumstances a Project Contract is formed for the supply of these Goods and/or Services without the need for any further action by either party.

Below is a summary of the structure of the Deed:

- **Standing Offer Deed:** sets out the framework for entering into Contracts, including:
  - the process through which the quotes will be requested, quotes will be negotiated and Contracts may be formed; and
  - requirements that apply in respect of the Standing Offer Deed (e.g. provision of a parent company guarantee by the Contractor).
- **Annexure A (Key Details for Standing Offer Deed):** sets out the key details for the Standing Offer Deed, including party notice details.
- **Annexure B (Schedule of Prices and Indexation):** sets out the rates in accordance with which the Contractor will calculate its proposed Contract Price under the Quotation/Purchase Order procedure in the Standing Offer Deed and the indexation (if any) that is to apply to the rates in the Schedule of Prices.
- **Annexure C (Request for Quotation):** sets out the form of Request for Quotation that will be used for seeking and providing Quotations. The Request for Quotation will set out a range of project-specific information, including price, time obligations and the scope of works.
- **Annexure D (KPIs):** sets out any KPIs which apply to the Standing Offer Deed in addition to the standard KPIs included in Schedule 8 of the Appendix.
- **Annexure E (General Conditions including Appendix):** sets out the legal terms which will be incorporated into Contracts formed in accordance with the Standing Offer Deed. These conditions will be the General Conditions for the Supply of Goods and/or Services Contract, the Maintenance Services Contract, the Construction Works Contract or the Professional Services Contract (as applicable), and will include a general Statement of Work. The Appendix sets out the form of ancillary deeds required under the separate Contracts.

This note will not be used in the interpretation of the Standing Offer Deed.



## AMENDMENTS

*[Delete this section before issuing the Deed]*

Maintenance of this template contract is the responsibility of the General Counsel, Legal Services.

This template will be updated as necessary and amendments will be effected by replacement of the appropriate sections. Details of amendments will be recorded in the following table.

Version No.	Date	Clause	Description	Approval
1.0	November 2021	All	Prepared by Clayton Utz solicitors with Hunter Water Legal Services (Commercial and Contracts)	



## Contents

<b>1.</b>	<b>Definitions and interpretation</b> .....	<b>1</b>
1.1	Definitions .....	1
1.2	Interpretation .....	3
1.3	No bias against drafting party .....	4
1.4	Novation .....	4
<b>2.</b>	<b>Operation</b> .....	<b>4</b>
2.1	Term .....	4
2.2	Extension .....	5
2.3	No guarantee of work .....	5
2.4	No guarantee of exclusivity .....	5
2.5	No representation .....	5
2.6	Non-reliance .....	6
2.7	Discretion .....	6
2.8	Principal's Representative .....	6
2.9	Key people .....	7
2.10	Removal of persons .....	7
2.11	Policies and Procedures .....	7
<b>3.</b>	<b>Requests for Quotation and Purchase Orders</b> .....	<b>7</b>
3.1	Request for Quotation or Purchase Order for Goods .....	7
3.2	Quotation .....	8
3.3	Review of Quotations .....	9
3.4	Refusal to provide or amend a Quotation .....	9
3.5	Costs .....	10
<b>4.</b>	<b>Formation of individual Contracts</b> .....	<b>10</b>
<b>5.</b>	<b>Security</b> .....	<b>10</b>
5.1	Form of security .....	10
5.2	Release of security .....	10
5.3	Replacement security .....	11
5.4	Additional Security .....	11
5.5	Interest .....	11
<b>6.</b>	<b>Indexation and Review of Rates</b> .....	<b>12</b>
<b>7.</b>	<b>Other requirements</b> .....	<b>12</b>
7.1	KPIs .....	12
7.2	Parent Company Guarantee .....	13
7.3	Financial Capability .....	13
7.4	Insurance .....	14
7.5	Confidentiality .....	14
7.6	Intellectual Property .....	14
7.7	Legal Opinion .....	14
<b>8.</b>	<b>Disputes</b> .....	<b>14</b>
<b>9.</b>	<b>Termination or expiry</b> .....	<b>15</b>
9.1	Termination or expiry of this Deed .....	15
9.2	Termination of a Project Contract .....	16
<b>10.</b>	<b>General provisions</b> .....	<b>16</b>
10.1	Notices .....	16



10.2	Governing Law.....	17
10.3	Jurisdiction.....	17
10.4	Counterparts.....	17
10.5	Entire agreement.....	17
10.6	Amendments.....	18
10.7	Waiver.....	18
10.8	Assignment.....	18
10.9	Consents.....	18
10.10	Expense.....	18
10.11	Severance.....	19
10.12	Indemnities.....	19
10.13	United Nations Convention not applicable.....	19
10.14	English language.....	19
10.15	No partnership, joint venture or other fiduciary relationship.....	19
10.16	Proportionate liability.....	19
10.17	If the Contractor is a Trustee.....	20
<b>Annexure A - Key Details for Standing Offer Deed.....</b>		<b>23</b>
<b>Annexure B - Schedule of Prices and Indexation.....</b>		<b>26</b>
<b>Annexure C - Request for Quotation.....</b>		<b>30</b>
<b>Annexure D - KPIs.....</b>		<b>77</b>
<b>Annexure E - General Conditions.....</b>		<b>78</b>



# STANDING OFFER DEED

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## Standing Offer Deed made in Newcastle on the Commencement Date

### Parties

#### Principal:

Name: **Hunter Water Corporation** ABN 46 228 513 446

Address: 36 Honeysuckle Drive Newcastle NSW 2300

#### Contractor:

Name: **[Insert name of Contractor]** ABN [insert]

Address: [insert address]

### Background

The Principal and the Contractor have agreed to put in place arrangements by which the Principal can procure works, goods, services or other activities from the Contractor on a standing offer basis on the terms and conditions of this Deed.

### Agreement

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed capitalised terms have the same meaning as in the General Conditions (unless they are assigned a different meaning below) and the following terms have the meaning assigned to them below:

**Commencement Date** means the date on which this Deed has been signed by the last party to sign.

**Contractor's Activities** means all activities that the Contractor performs, or is required to perform, to exercise its rights or comply with its obligations under any Project Contract.

**Contractor's Representative** means the person so nominated in the Key Details for Standing Offer Deed.

**Deed** means this Standing Offer Deed.

**Expiry Date** means the expiry date set out in the Key Details for Standing Offer Deed.

**General Conditions** means the terms and conditions set out in Annexure E.

**Guarantor** has the meaning given in clause 7.2(a)(ii).

**Key Details for Standing Offer Deed** means the particulars to this Deed in Annexure A.



**Key Performance Indicators or KPIs** means the key performance indicators:

- (a) in Schedule 8 to the Appendix; and
- (b) if any, set out in Annexure D.

**Legal Opinion** means a legal opinion:

- (a) from:
  - (i) lawyers to the Contractor, authorised to practice in the place of incorporation of the Contractor, stating that this Deed is binding and enforceable against the Contractor; or
  - (ii) lawyers to the Guarantor, authorised to practice in the place of incorporation of the Guarantor, stating that the parent company guarantee is binding and enforceable against the Guarantor,(as applicable);
- (b) which states that it may be relied upon by the Principal; and
- (c) in a form reasonably satisfactory to the Principal.

**Option Period 1** means the period stated in the Key Details for Standing Offer Deed.

**Option Period 2** means the period stated in the Key Details for Standing Offer Deed.

**Option Period 3** means the period stated in the Key Details for Standing Offer Deed.

**Principal's Representative** means the person so nominated in the Key Details for Standing Offer Deed or any other person nominated by the Principal from time to time under clause 2.8 to replace that person.

**Project Contract** means a contract constituted by:

- (a) the relevant Purchase Order;
- (b) the General Conditions;
- (c) the Key Details (as amended by the Purchase Order); and
- (d) any other documents referred to in the definition of "Contract" in the General Conditions or in the Key Details.

**Purchase Order** means a document titled "Purchase Order" issued by the Principal to the Contractor in accordance with clause 3.1(a)(ii) or 3.3(a)(i).

**Quotation** has the meaning given in clause 3.2(b).

**Request for Quotation** means a Request for Quotation in the form (or substantially in the form) set out in Annexure C.

**Schedule of Prices** means the schedule of rates and prices set out in Annexure B.



**Statement of Work** means the statement of work set out in:

- (a) Exhibit A to the General Conditions (if any); and
- (b) Attachment 1 to the Request for Quotation.

**Term** has the meaning given in clause 2.1.

## 1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes a party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or additional trustee;
- (e) a reference to a document (including the Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes it delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause schedule, exhibit, attachment or annexure to or of the Deed, and a reference to the Deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if the time for giving any notice, issuing any certificate, making any payment or doing any other act required or permitted by the Deed, falls on a day which is not a Business Day, then the time for giving the notice, issuing the certificate, making the payment or doing the other act will be taken to be on the next Business Day;
- (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (k) "includes" in any form is not a word of limitation;
- (l) a reference to "\$" or "dollar" is to Australian currency;
- (m) to the extent that:





- (i) any amounts are payable to the Contractor under this Deed or any Project Contract by reference to hourly or daily rates; and
- (ii) the Contractor's Personnel is engaged in the relevant Contractor's Activities for an increment of time less than a full hour or day (or for one or more full hours or days plus an increment of time less than a full hour or day) (as applicable),

the Contractor will be entitled to payment in respect of such time on a pro rata basis; and

- (n) a reference to any Authority, institute, association or body is:
  - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body.

### 1.3 No bias against drafting party

No term or provision of this Deed will be construed against a party on the basis that the Deed or the term in question was put forward or drafted by or on behalf of that party.

### 1.4 Novation

- (a) The Principal may at any time, in its sole discretion, novate this Deed or any Project Contract to any other person.
- (b) If the Principal elects to novate this Deed or any Project Contract in accordance with paragraph (a), the Principal will provide the Contractor with a duly completed Deed of Novation and the Contractor must execute and return to the Principal such Deed of Novation within 5 Business Days of receipt of the relevant Deed of Novation.
- (c) If the Contractor fails to properly execute a relevant Deed of Novation within the time period specified in the previous paragraph, then for the purpose of executing the relevant Deed of Novation, the Contractor irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars and execute, sign, send and deliver in the name of the Contractor the relevant Deed of Novation and all notices, deeds and documents for that purpose.

## 2. OPERATION

### 2.1 Term

This Deed commences on the Commencement Date and expires on the Expiry Date, unless it is extended in accordance with clause 2.2 or terminated earlier in accordance with this Deed (**Term**).



## 2.2 Extension

- (a) The Principal may in its sole discretion:
- (i) extend the Term once by a period up to Option Period 1;
  - (ii) if the Principal exercised its right to extend the Term by a period up to Option Period 1 in accordance with paragraph (a)(i), extend the Term once by a period up to Option Period 2; and
  - (iii) if the Principal exercised its right to extend the Term by a period up to Option Period 2 in accordance with paragraph (a)(ii), extend the Term once by a period up to Option Period 3,
- by giving written notice to the Contractor at least 30 days before the end of the then current Term (or such shorter period as agreed between the parties).
- (b) Any extension exercised in accordance with paragraph (a) will be on the terms and conditions in effect on, and takes effect from, the end of the then current Term.
- (c) Notwithstanding clause 2.1, if after the expiry of the Term the parties purport to enter into a Project Contract in accordance with the procedures set out in clause 3:
- (i) a Project Contract will be formed;
  - (ii) that Project Contract will be valid and binding on the parties; and
  - (iii) each party must comply with the terms of that Project Contract.

## 2.3 No guarantee of work

- (a) The Principal is not, by executing this Deed, bound to engage the Contractor to carry out any works or supply any goods, services or other activities (including if the Contractor is appointed as a member of a panel arrangement).
- (b) To the extent that the Contractor is a member of a panel arrangement, the Principal may in its absolute discretion add any Other Contractor to the panel arrangement of which the Contractor is a member.

## 2.4 No guarantee of exclusivity

The Principal is not, by executing this Deed, restricted in any way from engaging any person to carry out any works or supply any goods, services, or other activities:

- (a) of any type, including work or supply similar to the works, goods, services or other activities which may be required of the Contractor; or
- (b) at any location where, or in respect of any project that, the Contractor may be required to perform works or to supply goods, services or other activities.

## 2.5 No representation

Clauses 2.3 and 2.4 apply even though the Principal may have provided the Contractor with a forecast or estimate of the works, goods, services or other activities that the Principal may



require at any time and the Contractor acknowledges that any forecasts or estimates do not constitute a representation of the works, goods, services or other activities the Principal may require in any period.

## 2.6 Non-reliance

The Contractor:

- (a) warrants that it did not in any way rely upon:
  - (i) any information, data, representation, statement or document made by or provided to the Contractor by the Principal, the Principal's Representative or anyone else on behalf of the Principal; or
  - (ii) the accuracy, adequacy, suitability or completeness of any such information, data, representation, statement or document,for the purposes of entering into the Deed, except to the extent that any such information, data, representation, statement or document forms part of the Deed;
- (b) warrants that it enters into the Deed based on its own investigations, interpretations, deductions, information and determinations; and
- (c) acknowledges that it is aware that the Principal has entered into the Deed relying upon the warranties in paragraphs (a) and (b).

## 2.7 Discretion

Subject to any express provision in the Deed to the contrary:

- (a) a provision of the Deed which says that the Principal or the Principal's Representative "may" do or not do something is not to be construed as imposing an obligation on the Principal or the Principal's Representative to do or not do that thing; and
- (b) there will be no procedural or substantive limitation upon the manner in which the Principal or the Principal's Representative may exercise any discretion, power or entitlement conferred by the Deed.

Without limiting the previous paragraph, neither the Principal nor the Principal's Representative will be under any obligation to exercise any such discretion, power or entitlement, for the benefit of the Contractor or as required by any other legal doctrine which in any way limits the express words used in the provision of the Deed conferring the discretion, power or entitlement.

## 2.8 Principal's Representative

The Principal may by written notice:

- (a) replace the Principal's Representative, in which event the Principal will appoint another person as the Principal's Representative and notify the Contractor of that appointment; and



- (b) appoint persons to exercise any of the Principal's Representative's functions under this Deed, and revoke any such appointment.

## 2.9 Key people

The Contractor must in respect of each Project Contract:

- (a) employ those people specified in the Key Details for Standing Offer Deed in the jobs specified in the Key Details for Standing Offer Deed;
- (b) subject to paragraph (c), not replace the people referred to in paragraph (a) without the Principal's Representative's prior written approval; and
- (c) if any of the people referred to in paragraph (a) die, become seriously ill or resign from the employment of the Contractor, replace them with persons approved by the Principal's Representative of at least equivalent experience, ability and expertise.

## 2.10 Removal of persons

The Principal's Representative may by notice in writing instruct the Contractor to remove any person from the Contractor's Activities who in the reasonable opinion of the Principal's Representative is guilty of misconduct or is incompetent or negligent, is not suitably qualified or who in the opinion of the Principal may bring the Principal into disrepute.

The Contractor must ensure that any such person is not again employed in the Contractor's Activities.

## 2.11 Policies and Procedures

The Contractor must ensure that the Contractor and its Personnel are aware of, and comply with the Policies and Procedures.

# 3. REQUESTS FOR QUOTATION AND PURCHASE ORDERS

## 3.1 Request for Quotation or Purchase Order for Goods

- (a) The Principal may:
  - (i) if it wishes the Contractor to submit a Quotation for works, goods, services or other activities, issue to the Contractor a Request for Quotation; or
  - (ii) if the Principal requires only the supply of Goods and/or Services for which a price has been included in the Schedule of Prices, issue a Purchase Order to the Contractor setting out, as applicable:
    - A. details of the Goods and/or Services;
    - B. the quantity of Goods and Date(s) for Delivery; and/or



- C. the period, dates or times for the performance of the Services (which period, dates or times will be deemed to be the Term of Services),

which the Principal requires, in which case paragraph (b) and clauses 3.2, 3.3 and 3.4 will not apply.

- (b) Each Request for Quotation issued by the Principal under paragraph (a)(i) must specify the details required by:
  - (i) Part 1 of the Request for Quotation that sets out:
    - A. identification details for the Request for Quotation; and
    - B. the time within which the Contractor must provide a response to the Request for Quotation under clause 3.2(a);
  - (ii) Part 2 of the Request for Quotation that sets out the relevant "Key Details" for Schedule 1 of the General Conditions (other than the contract price); and
  - (iii) Attachment 1 of the Request for Quotation that sets out the Statement of Work.
- (c) The Principal is not required to sign any Request for Quotation or Purchase Order given under or in connection with this Deed.

## 3.2 Quotation

- (a) Within the time specified in the Request for Quotation, or if no time is specified, within 5 Business Days, the Contractor must:
  - (i) prepare and submit a Quotation in accordance with paragraph (b); or
  - (ii) notify the Principal's Representative that the Contractor will not submit a Quotation.
- (b) Where the Contractor wishes to submit a quotation in accordance with paragraph (a)(i), the Contractor must return to the Principal's Representative a completed copy of the Request for Quotation by:
  - (i) setting out the proposed Contract Price in Part 2 of the Request for Quotation, calculated in accordance with the Schedule of Prices;
  - (ii) duly completing all remaining relevant particulars in the Request for Quotation; and
  - (iii) the Contractor's Representative executing Part 4 of the Request for Quotation,

**(Quotation).**



### 3.3 Review of Quotations

- (a) After receiving a Quotation from the Contractor under clause 3.2 or paragraph (c)(i), the Principal may by notice in writing, within 20 Business Days (or such longer period as agreed):
  - (i) accept the Quotation by issuing a Purchase Order enclosing or attaching the relevant Quotation;
  - (ii) request the Contractor to submit an amended Quotation by providing a notice setting out the aspects of the Quotation which require amendment; or
  - (iii) reject the Quotation.
- (b) If the Principal does not issue any notice under paragraph (a) to the Contractor within the time required by paragraph (a), the Principal will be deemed to have rejected the Quotation.
- (c) If the Principal requests the Contractor to submit an amended Quotation under paragraph (a)(ii), the Contractor must, within 2 Business Days:
  - (i) submit an amended Quotation that addresses the issues identified in the Principal's notice under paragraph (a)(ii); or
  - (ii) notify the Principal's Representative that the Contractor will not submit an amended Quotation, in which case the Contractor's original Quotation is deemed to be rejected (unless the Principal's Representative notifies the Contractor that it is not rejected).
- (d) Where the Contractor submits an amended Quotation under paragraph (c)(i), this clause 3.3 will reapply.

### 3.4 Refusal to provide or amend a Quotation

If the Contractor notifies the Principal's Representative:

- (a) under clause 3.2(a)(ii), that the Contractor will not submit a Quotation; or
  - (b) under clause 3.3(c)(ii), that the Contractor will not submit an amended Quotation,
- then:
- (c) the Contractor must provide the Principal with detailed reasons why the Contractor will not submit the Quotation or the amended Quotation (as the case may be);
  - (d) the Contractor must provide the Principal with any further information requested by the Principal's Representative regarding the reasons why the Contractor will not submit the Quotation or the amended Quotation (as the case may be);
  - (e) the Principal may exclude the Contractor from any other arrangements that the Principal makes to engage a person to carry out works or supply goods, services or activities that are similar to those proposed under the relevant Request for Quotation; and



- (f) the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in connection with the Contractor's exclusion from the arrangements contemplated by paragraph (e).

### 3.5 Costs

The Contractor is responsible for all costs it incurs arising out of, or in connection with, the procedures contemplated by this clause 3 and the Contractor is not entitled to make, and the Principal will not be liable upon, any Claim in respect of such costs.

## 4. FORMATION OF INDIVIDUAL CONTRACTS

- (a) If the Principal:
  - (i) accepts a Quotation by issuing a Purchase Order in accordance with clause 3.3(a)(i); or
  - (ii) issues a Purchase Order in accordance with clause 3.1(a)(ii),the Principal and the Contractor will be deemed to have entered into a separate binding Project Contract on the date determined in accordance with paragraph (b).
- (b) The date on which a Project Contract under paragraph (a) will be deemed to be formed is the date the Contractor is deemed by clause 10.1 to have received notice of the relevant Purchase Order.
- (c) The Principal and the Contractor must carry out their respective obligations under each Project Contract formed in accordance with paragraph 4(a) from the date on which the Project Contract is deemed to be formed under paragraph (b).

## 5. SECURITY

### 5.1 Form of security

This clause 5.1 applies where so stated in the Key Details for Standing Offer Deed.

The Contractor must provide security in the form of 2 Unconditional Undertakings each for the amount stated in the Key Details for Standing Offer Deed.

Security must be provided within 10 Business Days of the Commencement Date.

### 5.2 Release of security

Subject to its rights to have recourse to the security, the Principal must:

- (a) within 10 Business Days of expiry of the Term, release one of the Unconditional Undertakings provided under clause 5.1 (or any remaining proceeds if the Unconditional Undertaking has been converted into cash); and
- (b) release the balance of the security then held when all of the following have occurred:



- (i) the last Defects Liability Period under every Project Contract has expired; and
- (ii) the Contractor has complied with all of its obligations under the Deed and each Project Contract.

### 5.3 Replacement security

- (a) If the Principal holds security provided under clause 5.1 which contains an expiry date which is earlier than the date upon which the Principal is required to return the security to the Contractor, the Contractor must, on or before the date which is 20 Business Days prior to the expiry date for that security, provide the Principal with replacement security in the form of an Unconditional Undertaking in exchange for the security which is being replaced.
- (b) If paragraph 5.3(a) applies in respect of any security and the Principal has not received from the Contractor replacement security in the form of an Unconditional Undertaking at least 20 Business Days prior to the expiry date for that undertaking then, irrespective of anything contained in, and without limiting the Principal's rights under, the Deed or the security, the Principal may make a demand under the security for the entire amount payable under that security and thereafter retain the proceeds.
- (c) Subject to the Principal's rights under the Deed to use these proceeds, the proceeds from any demand made by the Principal pursuant to paragraph 5.3(b) will be paid to the Contractor at the same time as the Principal would have been required to return the security from which the proceeds were obtained.

### 5.4 Additional Security

- (a) If, at any time during the Term, the value of the Unconditional Undertakings provided under clause 5.1 represents less than the percentage identified in the Key Details for Standing Offer Deed of the combined value of the Contract Prices (as adjusted) for each Project Contract formed under this Deed (**Combined Contract Value**), the Principal may direct the Contractor to provide additional security so as to ensure that the amount of the security then held by it equals the percentage of the Combined Contract Value identified in the Key Details for Standing Offer Deed.
- (b) The Contractor must provide additional security in the form of an Unconditional Undertaking within 10 Business Days of a direction under paragraph (a).

### 5.5 Interest

The Principal:

- (a) is not obliged to pay the Contractor interest on any Unconditional Undertaking provided under clause 5.1 including the proceeds of any bank guarantee if it is converted into cash; and
- (b) does not hold the proceeds or money referred to in paragraph (a) on trust for the Contractor.





## 6. INDEXATION AND REVIEW OF RATES

If specified in the Key Details for Standing Offer Deed, the rates and prices in the Schedule of Prices will be adjusted by the method of indexation or adjustment (if any) set out in Part 2 of the Schedule of Prices.

## 7. OTHER REQUIREMENTS

### 7.1 KPIs

- (a) The Contractor in performing the Contractor's Activities must comply with the KPIs as amended in accordance with this Deed.
- (b) The Contractor must report to the Principal's Representative at the frequency specified in the Key Details for Standing Offer Deed in the form of a report (**KPI Performance Report**) in a form satisfactory to the Principal which:
  - (i) provides an analysis of the performance of the Contractor in meeting the KPIs in respect of each Project Contract;
  - (ii) identifies any non-compliances;
  - (iii) proposes an action plan to remedy non-compliances and implement continuous improvements; and
  - (iv) reports on whether the Contractor has implemented any previous action plan and, if not, the extent of non-compliance.
- (c) The Contractor acknowledges and agrees that:
  - (i) the Principal will review each KPI Performance Report to assess the level of compliance by the Contractor with the KPIs;
  - (ii) it must provide any action plan required by the Principal and must implement and comply with any action plan required by the Principal;
  - (iii) the Principal, acting reasonably, may amend the KPIs provided that the Contractor has been consulted by the Principal in respect of the amended KPIs, including being advised of the reasons for the amendment; and
  - (iv) where the Principal amends the KPIs pursuant to paragraph (c)(iii), the amended KPIs will only apply to Contracts formed after the Principal's written notification to the Contractor of the amendments to the KPIs.
- (d) The Principal and the Contractor must meet at the times specified in the Key Details for Standing Offer Deed, to monitor and review the Contractor's performance under each Project Contract and, if required by the Principal, the Contractor's compliance with any action plan.
- (e) The Contractor acknowledges that the Principal may share performance data gathered from the Contractor and other contractors with whom it has entered into a standing offer deed in relation to similar works (**Panel**) with all Panel members to encourage improved performance.



## 7.2 Parent Company Guarantee

- (a) If the Contractor is required by the Key Details for Standing Offer Deed to provide a parent company guarantee the Contractor must, on the Commencement Date, provide the Principal's Representative with a parent company guarantee:
  - (i) in the form set out in Schedule 2 of the Appendix with all particulars completed; and
  - (ii) duly executed by the person named in the Key Details for Standing Offer Deed (**Guarantor**).
- (b) If the Contractor has provided a parent company guarantee in accordance with paragraph (a), the Contractor will not be required to provide a parent company guarantee under the General Conditions of any subsequent Project Contract.

## 7.3 Financial Capability

- (a) The Contractor must, on the anniversary of the Commencement Date, provide to the Principal the following:
  - (i) a copy of its fully audited annual reports and accounts for the past year; and
  - (ii) details of any circumstances which may affect the ability of the Contractor to meet its obligations and liabilities under any then current or potential future Project Contract.
- (b) If the Contractor fails to comply with paragraph (a), or the Principal is not satisfied that (acting reasonably) the Contractor has the requisite financial capacity to properly carry out the obligations of the Contractor under this Deed, then the Principal may by written notice to the Contractor, request the Contractor to make available during normal business hours, to the Principal:
  - (i) access to its data, records, accounts or other financial material for inspection and copying; and
  - (ii) any personnel responsible for its financial administration, to enable the Principal to verify the financial standing, and the ability to comply with its obligations under any Project Contract.
- (c) The Contractor must comply within 3 Business Days with a request made by the Principal under paragraph (b).
- (d) Subject to any obligation on the part of the Principal under any Law, the Principal agrees to treat as confidential all information of and relating to the Contractor that is provided to the Principal under this clause 7.3.
- (e) Without limiting clause 9.1, if the Principal is not satisfied acting reasonably that the Contractor does not have the requisite financial capacity to meet its obligations under this Deed or any Project Contract that has been awarded to it, then the Principal may terminate this Deed.



## 7.4 Insurance

At any time during the Term, the Principal's Representative may request, and the Contractor must provide, copies of certificates of currency, and any other evidence reasonably required by the Principal's Representative, to confirm that the Contractor has in place the insurances required under the General Conditions.

## 7.5 Confidentiality

The Contractor must, and must ensure its Personnel, keep confidential and not make, or cause to be made, any public announcement, public comment, press release or other disclosure directly or indirectly in connection with any Request for Quotation, Purchase Order, Contractor's Activities or this Deed to any person other than:

- (a) as necessary to perform the Contractor's Activities;
- (b) with respect to any matter already within the public domain; or
- (c) to comply with any applicable Law or any requirement of any regulatory body (including any relevant stock exchange).

The Contractor must not disclose any information concerning the Deed for distribution through any communications media without the Principal's prior written approval. The Contractor must refer to the Principal any enquiries from any media concerning the Deed.

## 7.6 Intellectual Property

- (a) Title and ownership of Intellectual Property Rights in all material developed or created or required to be developed or created by either party under this Deed (other than any Intellectual Property Rights of the Contractor pre-existing as at the Commencement Date) (**Deed Material**) will vest immediately upon its creation in the Principal.
- (b) The Principal grants to the Contractor a licence to use the Deed Material for the purposes of the Contractor's performance of this Deed or any Project Contract.

## 7.7 Legal Opinion

If:

- (a) the Contractor is incorporated outside of Australia the Contractor must, on the Commencement Date, provide a Legal Opinion supporting, and in respect of, the execution of this Deed; and
- (b) the Guarantor is incorporated outside of Australia the Contractor must, on the Commencement Date, provide a Legal Opinion supporting, and in respect of, the execution of the parent company guarantee required by clause 7.2(a).

## 8. DISPUTES

- (a) If a dispute or difference arises between the Contractor and the Principal or between the Contractor and the Principal's Representative in respect of any fact, matter or thing arising out of, or in any way in connection with this Deed, or either



party's conduct before the Deed, the dispute or difference must be determined in accordance with the procedure in this clause 8.

- (b) Where such a dispute or difference arises, either party may give a notice in writing (**Notice of Dispute**) to the Principal's Representative and the other party specifying:
  - (i) the dispute or difference;
  - (ii) particulars of the party's reasons for being dissatisfied; and
  - (iii) the position which the party believes is correct.
- (c) The Principal's Representative and the Contractor (or their nominees) must, within 10 Business Days of a notice being given under paragraph (b), meet and discuss the dispute or difference.
- (d) Whether or not discussions have taken place under paragraph (c), if it is not resolved within 20 Business Days after a notice is given under paragraph (b), the dispute or difference must be referred to senior executives of each party (as nominated by each party) who must:
  - (i) meet and discuss the dispute or difference; and
  - (ii) if they cannot resolve the dispute or difference, endeavour to agree upon a procedure to resolve the dispute or difference.
- (e) If the senior executives of each party have not resolved the dispute or difference or agreed on an alternative process for resolving the dispute or difference within 25 Business Days after a notice is given under paragraph (b), either party may commence court proceedings in respect of the dispute or difference.
- (f) Despite the existence of a dispute or difference between the parties, the Contractor must continue to perform its obligations under this Deed and each Project Contract.

## 9. TERMINATION OR EXPIRY

### 9.1 Termination or expiry of this Deed

- (a) Without prejudice to any of the Principal's other rights, the Principal may at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate this Deed effective from the time stated in the Principal's notice, or if no such time is stated, at the time the notice is given to the Contractor.
- (b) Subject to paragraphs (c) and (d), the Principal will not be liable upon any Claim arising out of or in connection with any termination of this Deed under paragraph (a).
- (c) The Principal and the Contractor agree that if this Deed is terminated, discharged (including through expiry of the Term) or becomes frustrated, the separate Contracts formed in accordance with clause 4 of this Deed will not be affected and must be fulfilled in accordance with the terms of the relevant Project Contract, unless the parties otherwise agree in writing.



- (d) Termination of this Deed will not prevent either party from relying on rights accrued under the Deed prior to such termination.

## 9.2 Termination of a Project Contract

The Principal and the Contractor agree that the termination, discharge or frustration of any Project Contract will not affect the operation of this Deed or the operation of any other Project Contract.

# 10. GENERAL PROVISIONS

## 10.1 Notices

- (a) All communications (including notices, consents, approvals, requests and demands) including:
- (i) any Request for Quotation or Purchase Order issued by the Principal pursuant to clause 3.1 or 3.3; and
  - (ii) any Quotation submitted by the Contractor pursuant to clause 3.2, under or in connection with this Deed:
  - (iii) must be in writing;
  - (iv) subject to clause 3.1(c), must be signed by the party making the communication or (on its behalf) by any director, secretary, attorney or authorised agent of, that party;
  - (v) must be delivered or posted by prepaid express post to the address, or sent by email to the email address, of the Principal's Representative or the Contractor's Representative (as applicable);
  - (vi) are taken to be received by the addressee:
    - A. (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
    - B. (in the case of express post sent to an address in another country) on the fourth Business Day after the date of posting;
    - C. (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 10.1(a)(v); and
    - D. (in the case of email), at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email,

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.



- (b) The Contractor must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be specified by the Principal from time to time. As at the Commencement Date, the Principal requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format.
- (c) The Principal will not be liable to the Contractor or to any other person for any loss or damage suffered in relation to any document transmitted electronically, including any loss or damage related to or arising out of:
  - (i) the transmission of any harmful code (such as viruses) to the Contractor by electronic mail (including any document attached to electronic mail); or
  - (ii) any failure by the Principal to notify the Contractor that the Principal may have received any harmful code (such as viruses) from the Contractor in any electronic mail (including in any document attached to electronic mail).

## 10.2 Governing Law

This Deed is governed by and must be construed according to the Law of the State of New South Wales.

## 10.3 Jurisdiction

Each party irrevocably:

- (a) submits to the exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph (a).

## 10.4 Counterparts

- (a) This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Deed of each party who has executed and delivered that counterpart.
- (b) A party who has executed a counterpart of this Deed may exchange that counterpart with another party by emailing the counterpart executed by it to that other party and, upon request by that other party, will thereafter promptly deliver by hand or post to that party the executed counterpart so exchanged by email, but delay or failure by that party to so deliver a counterpart of this Deed executed by it will not affect the validity of this Deed.

## 10.5 Entire agreement

This Deed constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersedes:



- (a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed; or
- (b) any correspondence or other documents relating to the subject matter of this Deed that may have passed between the parties prior to the Commencement Date and that are not expressly included in this Deed.

## 10.6 Amendments

This Deed may only be amended by a deed executed by or on behalf of both the Principal and the Contractor.

## 10.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this Deed, by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this Deed.
- (b) A waiver or consent given by a party under this Deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Deed operates as a waiver of any other breach of that term or of a breach of any other term of this Deed.

## 10.8 Assignment

- (a) The Principal may at any time, and without having to obtain the Contractor's approval, assign any right or interest of the Principal under this Deed to any person, or create or allow to exist, a security interest over or in respect of the Deed or any right or interest of the Principal under the Deed.
- (b) The Contractor cannot assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the Principal.
- (c) If the Principal, in its absolute discretion, approves a novation of this Deed, the Contractor must provide the Principal with a duly completed and executed Deed of Novation and the Principal's costs and expenses in connection with negotiating, preparing and executing any Deed of Novation will be a debt due and payable from the Contractor to the Principal.

## 10.9 Consents

A consent required under the Deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless the Deed expressly provides otherwise.

## 10.10 Expense

Except as otherwise provided in the Deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing the Deed.



## 10.11 Severance

If at any time a provision of the Deed is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of the Deed; or
- (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of the Deed.

## 10.12 Indemnities

- (a) Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiry of the Deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by the Deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in the Deed.

## 10.13 United Nations Convention not applicable

The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Deed.

## 10.14 English language

All communications between the parties and all documentation provided in connection with this Deed must be in the English language.

## 10.15 No partnership, joint venture or other fiduciary relationship

Nothing in this Deed will be construed or interpreted as constituting the relationship between the Principal on one hand and the Contractor on the other hand as that of partners, joint venturers or any other fiduciary relationship.

## 10.16 Proportionate liability

- (a) To the extent permitted by Law, Part 4 of the Civil Liability Act 2002 (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with the Deed whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting paragraph (a), the rights, obligations and liabilities of the Principal and the Contractor under the Deed with respect to proportionate liability are as specified in the Deed and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a Claim in contract, in tort or otherwise.





- (c) To the extent permitted by Law:
  - (i) the Contractor must not seek to apply the provisions of Part 4 of the Civil Liability Act 2002 (NSW) in relation to any Claim by the Principal against the Contractor (whether in contract, tort or otherwise); and
  - (ii) if any of the provisions of Part 4 of the Civil Liability Act 2002 (NSW) are applied to any Claim by the Principal against the Contractor (whether in contract, tort or otherwise), the Contractor will indemnify the Principal against any loss, damage, cost or expense that forms part of a Claim by the Principal against the Contractor which the Principal is not able to recover from the Contractor because of the operation of Part 4 of the Civil Liability Act 2002 (NSW).

## 10.17 If the Contractor is a Trustee

If the Contractor enters into the Deed as trustee for a trust (**Contractor Trust**), without limiting any other provision of the Deed, the Contractor represents and warrants that:

- (a) the Contractor is the only trustee of the Contractor Trust;
- (b) the Contractor has unqualified power under the constitution of the Contractor Trust to perform its obligations under the Deed;
- (c) no action is currently taking place or pending to remove the Contractor as trustee of the Contractor Trust or to appoint additional trustees of the Contractor Trust;
- (d) the Contractor has entered into the Deed in its capacity as trustee of the Contractor Trust and for the benefit of the beneficiaries of the Contractor Trust;
- (e) the Contractor has the right to be fully indemnified out of the assets of the Contractor Trust in respect of the obligations incurred by it in relation to the Deed;
- (f) there is no subsisting breach of the constitution of the Contractor Trust; and
- (g) the Contractor Trust has not been terminated and there is no action pending to terminate the Contractor Trust.



**Executed as a deed**

**Executed** for and on behalf of **Hunter Water Corporation ABN 46 228 513 446** by its authorised delegate in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised delegate

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Full name of authorised delegate

\_\_\_\_\_  
Date

**Executed** by **[Insert name of Contractor] ABN [insert]** in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



[OR, where the Contractor is executing under a power of attorney:

**Executed** on behalf of **[Insert name of Contractor]** **ABN [insert]** by its attorney )  
)  
)  
..... )  
Name of attorney (print) )  
Under power of attorney )  
Registration Number / Book Number )  
(Powers of attorney created in Victoria do not have a number. Insert the date of the power of attorney instead.)

.....

in the presence of:

.....  
Signature of witness

.....  
Name of witness (print)

.....  
Signature of attorney

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

.....20.....  
Date



## Annexure A - Key Details for Standing Offer Deed

Clause 1 - Definitions and Interpretation			
1.	<b>Contractor's Representative:</b> (Clause 1.1)	Name:  Address:  Email:	
2.	<b>Principal's Representative:</b> (Clause 1.1)	Name:  Address:  Email:	
3.	<b>Expiry Date</b> (Clause 1.1)	<i>Insert Expiry Date, which may be an exact date, or a number of months/years from the Commencement Date</i>	
4.	<b>Option Period 1:</b> (Clause 1.1)	<i>If applicable, insert option period, e.g. "2 years". If there is to be no Option Period 1, insert "N/A".</i>	
5.	<b>Option Period 2:</b> (Clause 1.1)	<i>If applicable, insert option period, e.g. "2 years". If there is to be no Option Period 2, insert "N/A".</i>	
6.	<b>Option Period 3:</b> (Clause 1.1)	<i>If applicable, insert option period, e.g. "2 years". If there is to be no Option Period 3, insert "N/A".</i>	
Clause 2 – Operation			
7.	<b>Key People:</b> (Clause 2.9(a))	Person	Position
Clause 5 – Security			
8.	<b>Security:</b> (Clause 5)	Clause 5.1 applies: <b>yes/no</b>  <i>Select yes if the Contractor is required to provide security at the Standing Offer Deed level (i.e not under every individual Project Contract)</i>	



		<p>Amount</p> <p>If clause 5.1 applies, security is required for \$<i>insert amount which must be a dollar figure</i></p> <p><b>Additional Security</b></p> <p>If clause 5.1 applies, then for the purpose of clause 5.4(a), the percentage of the Combined Contract Value is: <i>Insert percentage %</i></p>
<b>Clause 6 – Indexation and review of rates</b>		
9	<p><b>Indexation and review of rates</b> (Clause 6)</p>	<p><i>Applicable / Not Applicable</i></p> <p>If applicable:</p> <p>CPI indexation in accordance with clause 1 of Part 2 of Annexure B <i>does/does not</i> apply. <i>Select this option if the Contractor's prices will be CPI indexed annually AND if neither Alternative 1 (WPI) or Alternative 2 (PPI) apply.</i></p> <p>OR</p> <p><i>Alternative 1 (WPI) OR Alternative 2 (PPI)/Alternative 1 (WPI) AND Alternative 2 (PPI) of clause 2 of Part 2 of Annexure B applies.</i> <i>Select that this applies if Hunter Water agrees to an annual increase in the Contractor's rates by the wage price index or the producer price index. Alternative 1 relates to the supply of services or labour. Alternative 2 relates to the supply of Goods. Selecting Alternative 1 AND 2 is appropriate where the Schedule of Prices contains prices for both Goods and services or labour. If CPI indexation applies, neither Alternative 1 (WPI) or Alternative 2 (PPI) should apply, to avoid double indexation.</i></p> <p>the foreign currency adjustment in clause 3 of Part 2 of Annexure B <i>does/ does not</i> apply. <i>Select that this applies if Hunter Water agrees to take foreign currency risk</i></p> <p>If nothing is specified, not applicable</p>
<b>Clause 7 – Other Requirements</b>		
10.	<p><b>Frequency of KPI reporting and times at which Principal and Contractor to meet:</b> (Clause 7.1)</p>	<p><i>Insert how frequently in months/days the Contractor must produce a KPI Performance Report</i></p> <p><i>Insert how frequently in months/days the Principal and the Contractor must meet to review the Contractors Performance</i></p>



		If nothing is specified, the Contractor must provide a KPI Performance Report at the end of each month and the Principal and the Contractor will meet every 3 months, unless otherwise agreed in writing by the Principal.
11.	<b>Is a parent company guarantee required?</b> (Clause 7.2)	<i>yes/no</i>  If required, it must be provided by: <i>Insert name of Guarantor</i>



## Annexure B - Schedule of Prices and Indexation

### Part 1 - Schedule of Prices

*[Insert Schedule of Prices applying to Contractor's standing offer to the Principal]*

**[Note to user: any schedule of prices containing a daily rate must specify how many hours are assumed in a day for that rate]**

(If nothing is annexed, the Payment Schedule in Schedule 2 of the General Conditions applies.)

### Part 2 - Indexation

This Part 2 is only applicable where specified in the Key Details for Standing Offer Deed.

## 1. CPI INDEXATION

- (a) Any prices in the Schedule of Prices will be indexed for movements in the CPI on and from the date following each yearly anniversary of the Commencement Date (**CPI Adjustment Date**) in accordance with the following formula:

$$A \text{ (CPI Indexed)} = A \times \frac{CPI_{q-2}}{CPI_{Base}}$$

Where:

**A** is the monetary amount originally specified in this Deed;

$CPI_{q-2}$  is the last CPI published prior to the CPI Adjustment Date;

$CPI_{Base}$  is the last CPI published prior to the Commencement Date; and

**CPI** means the "Weighted Average of Eight Capital Cities: All Groups Consumer Price Index" as maintained and published quarterly by the Australia Bureau of Statistics (ABS), or as otherwise determined in accordance with paragraph (b).

- (b) If the CPI ceases to be published or its method of calculation substantially alters, then it is to be replaced by the nearest equivalent index as selected in good faith by the Principal's Representative and any necessary consequential amendments are to be made.

## 2. GENERAL REVIEW OF PRICES

### 2.1 Alternative 1 - General Review of Prices for Supply of Services or Labour

- (a) This alternative applies to the supply of services or labour not subject to CPI indexation and where specified in the Key Details for Standing Offer Deed that this alternative applies.



- (b) Once each year during the Term, either party may provide a notice to the other requesting that any prices in the Schedule of Prices relating to the supply of services or labour be reviewed in accordance with this clause.
- (c) If either party provides a notice under paragraph (b), the parties must meet within 20 Business Days to hold good faith discussions to attempt to agree a revised Schedule of Prices which reflects the Contractor's actual, direct, proven and reasonable increases or decreases in costs.
- (d) If the parties agree to a revised Schedule of Prices, the Schedule of Prices will be deemed to be replaced with the revised Schedule of Prices on and from the date following the yearly anniversary of the Commencement Date (**Rates Adjustment Date**).
- (e) If the parties cannot agree to a revised Schedule of Prices within 35 Business Days of the notice under paragraph (b), the prices in the Schedule of Prices relating to the supply of Services will be adjusted on and from the Rates Adjustment Date by the amount given by the following formula:

$$AP = P \times (WPI 2 / WPI 1)$$

Where:

**AP** is the adjusted price for the relevant services or labour;

**P** is the price for the services or labour originally specified in the Schedule of Prices (as adjusted in accordance with this clause from time to time);

**WPI** means the "Wage Price Index: Total Hourly Rates of Pay Excluding Bonuses" as maintained and published quarterly by the Australian Bureau of Statistics, or as otherwise determined in accordance with paragraph (g);

**WPI 1** is the last WPI published prior to the Commencement Date, or from the second year of the Term onwards, the previous Rates Adjustment Date; and

**WPI 2** is the last WPI published prior to the Rates Adjustment Date.

- (f) If paragraph (e) applies the Principal's Representative will calculate the adjusted prices and provide written notice of the adjusted prices to the Contractor.
- (g) If the WPI ceases to be published or its method of calculation substantially alters, then it is to be replaced by the nearest equivalent index as selected in good faith by the Principal's Representative and any necessary consequential amendments are to be made.

## 2.2 Alternative 2 - General Review of Prices for Supply of Goods

- (a) This alternative applies to the supply of Goods not subject to CPI indexation and where specified in the Key Details for Standing Offer Deed that this alternative applies.
- (b) Once each year during the Term, either party may provide a notice to the other requesting that the prices in the Schedule of Prices relating to the supply of Goods be reviewed in accordance with this clause.





- (c) If either party provides a notice under paragraph (b), the parties must meet within 20 Business Days to hold good faith discussions to attempt to agree a revised Schedule of Prices which reflects the Contractor's actual, direct, proven and reasonable increases or decreases in costs.
- (d) If the parties agree to a revised Schedule of Prices, the Schedule of Prices will be deemed to be replaced with the revised Schedule of Prices on and from the date following the yearly anniversary of the Commencement Date (**Rates Adjustment Date**).
- (e) If the parties cannot agree to a revised Schedule of Prices within 35 Business Days of the notice under paragraph (b), the prices in the Schedule of Prices relating to the supply of Goods will be adjusted on and from the Rates Adjustment Date by the amount given by the following formula:

$$AP = P \times (PPI\ 2 / PPI\ 1)$$

Where:

**AP** is the adjusted price for the relevant Goods;

**P** is the price for the Goods originally specified in the Schedule of Prices (as adjusted in accordance with this clause from time to time);

**Producer Price Index** or **PPI** means the Producer Price Index published by the Australian Bureau of Statistics for Series ID A2305166A, or as otherwise determined in accordance with paragraph (g);

**PPI 1** is the last Producer Price Index published prior to the Commencement Date or, from the second year of the Term onwards, the previous Rates Adjustment Date; and

**PPI 2** is the Producer Price Index published prior to the Rates Adjustment Date.

- (f) If paragraph (e) applies the Principal's Representative will calculate the adjusted prices and provide written notice of the adjusted prices to the Contractor.
- (g) If the PPI ceases to be published or its method of calculation substantially alters, then it is to be replaced by the nearest equivalent index as selected in good faith by the Principal's Representative and any necessary consequential amendments are to be made.

### 3. FOREIGN EXCHANGE ADJUSTMENTS

- (a) This clause applies where specified in the Key Details for Standing Offer Deed.
- (b) Where this clause applies the relevant Australian dollar amount of any rate or price which is stated to be subject to a foreign currency adjustment (**Foreign Currency Amount**) will be adjusted in accordance with this clause on each date on which the Schedule of Prices provides that a foreign currency adjustment is to occur (**FX Review Date**).



- (c) The Foreign Currency Amount will be adjusted based on movements in the relevant exchange rate in accordance with the following formula:

$$\mathbf{FCA (Adjusted) = FCA \times [ XR (current) / XR (base)]}$$

Where:

**FCA (Adjusted)** is the relevant Foreign Currency Amount as adjusted;

**FCA** is the relevant Foreign Currency Amount specified in the Schedule of Prices which is to be subject to a foreign currency adjustment;

**XR (current)** is the relevant exchange rate published by the Reserve Bank of Australia as at the relevant FX Review Date; and

**XR (base)** is the relevant exchange rate specified in the Schedule of Prices as at the Commencement Date.



## Annexure C - Request for Quotation

### Part 1 of the Request for Quotation - Identification

This Request for Quotation is issued by the Principal under the Standing Offer Deed between the Principal and [insert]

Contract No: [insert]

Request for Quotation No: [insert]

Contractor response required by: [insert]

**[Note to user: The following Part 2 contains the Key Details for Schedule 1 of each of the Construction Works Contract, Professional Services Contract, Maintenance Services and Goods and/or Services Contract. Select the table of Key Details for the relevant type of Contract and delete the other tables. Hunter Water can complete the relevant Key Details to the extent it is able, and have the Contractor complete the remaining items following issue of the RFQ.]**

### Part 2 of the Request for Quotation - Relevant "Key Details" for Schedule 1 of the General Conditions

#### Construction Works Contract

Clause 1 - Definitions and Interpretation		
1.	<b>Contract – Other documents forming part of the Contract:</b> (Clause 1.1)	<p>List any other Contract documents</p> <p>(If nothing is specified, nil)</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, nil</p>
2.	<b>Contract Price:</b> (Clause 1.1)	<p>If the Contract Price is a lump sum, specify lump sum</p> <p>If the Contract Price is not a lump sum, insert 'Calculated in accordance with <b>Error! Reference source not found.</b>'</p> <p>Where the Contract Price is partly a lump sum, insert: 'The Contract Price is the sum of (1) [insert portion of the Contract Price that is a lump sum], and (2) the amount calculated in accordance with <b>Error! Reference source not found.</b></p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>
3.	<b>Contractor's Representative:</b>	Name:



	(Clause 1.1)	Address:  Email:  (Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)	
4.	<b>Date for Practical Completion:</b> (Clause 1.1)	Where there are no Separable Portions, for the Works is:  Where there are Separable Portions, for each Separable Portion is:	
		<b>Separable Portion</b>	<b>Date for Practical Completion</b>
		(Where a Standing Offer Deed exists, as per the Purchase Order.)	
5.	<b>Defects Liability Period:</b> (Clause 1.1)	(24 months unless otherwise stated)  (Where a Standing Offer Deed exists, any other longer period stated in the Purchase Order)	
6.	<b>Policies and procedures applicable under the Contract:</b> (Clause 1.1)	Aboriginal Procurement Policy (January 2021) applicable: <u>yes/no</u> If nothing is stated 'no'  Environmental Management Guidelines (Construction Procurement) (Edition 4) applicable: <u>yes/no</u> If nothing is stated 'yes'. <i>Note to user: Only applicable to construction procurement</i>  Quality Management Guidelines (Construction Procurement) (Edition 4) applicable: <u>yes/no</u> If nothing is stated 'yes'. <i>Note to user: Only applicable to construction procurement</i>	



		<p>Work Health &amp; Safety management guidelines (for Construction Procurement) (Edition 6) applicable: <b>yes/no</b> If nothing is stated 'yes'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Skills, training and diversity in construction (PBD 2020-03) applicable: <b>yes/no</b> If nothing is stated 'no'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Small and Medium Enterprises and Regional Procurement Policy (July 2021) applicable: no. <i>Note to user: Not applicable to construction procurement</i></p> <p>Small Business Shorter Payment Terms Policy (July 2021) applicable: no. <i>Note to user: Not applicable to construction procurement</i></p> <p>Supplier Code of Conduct (February 2020) applicable: yes.</p> <p>Do any other policies and procedures apply, in addition to those listed in clause <b>Error! Reference source not found.</b> under the definition of 'Policies and Procedures': <b>yes/no</b> If 'yes' the following other policies and procedures apply: <i>insert</i> If nothing is stated, 'no'</p>
7.	<b>Principal's Representative:</b> (Clause 1.1)	<p>Name:</p> <p>Address:</p> <p>Email:</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)</p>
8.	<b>Separable Portions of the Works:</b> (Clause 1.1)	<p><i>Describe each Separable Portion of the Works</i></p> <p>Where a Standing Offer Deed exists, as per the Purchase Order</p>
9.	<b>Site:</b> (Clause 1.1)	<i>Insert description of any land to be made available by the Principal to the Contractor or reference to a Site Plan included in the Statement of Work</i>
<b>Clause 2 – Parties Obligations</b>		
10.	<b>Date for access to Site:</b> (Clause 2.2(a)(ii))	



		Where a Standing Offer Deed exists, as per the Purchase Order	
11.	<b>Frequency of KPI reporting:</b> (Clause 2.3)	<p><i>Insert how frequently in months/days the Contractor must produce a KPI Performance Report</i></p> <p>If nothing is specified, the Contractor must provide a KPI Performance Report at the end of each month, unless otherwise agreed in writing by the Principal.</p>	
12.	<b>Frequency of Evaluation Meetings</b> (Clause 2.4)	<p><i>Insert how frequently in months/days the Principal and the Contractor must meet to review the Contractor's performance</i></p> <p>(If nothing is specified, the Principal and the Contractor must meet monthly, unless otherwise agreed in writing by the Principal)</p>	
<b>Clause 3 – Personnel</b>			
13.	<b>Key People:</b> (Clause 3.5(a))	Person	Position
		Where a Standing Offer Deed exists, as per the Purchase Order	
<b>Clause 4 – Security</b>			
14.	<b>Security to be provided by the Contractor:</b> (Clause 4.1)	<p>Clause <b>Error! Reference source not found.</b> applies: <b>yes/no</b></p> <p><i>Select yes if the Contractor is required to provide security</i></p> <p>If 'yes', each Unconditional Undertaking must be for an amount representing: <i>insert</i>% of the Contract Price. If nothing is stated, 5% of the Contract Price</p>	
15.	<b>Amount of Security to be held following release of security under clause 4.2(a)(i)</b> (Clause 4.2(a)(i))	<p>Insert amount of security to be held: %</p> <p>(If nothing is stated, 5% of the Contract Price)</p>	



16.	<b>Is parent company guarantee required?</b> (Clause 4.6)	<p><u>yes/no</u></p> <p>If required, it must be provided by:</p> <p><i>Note to user: If a parent company guarantee has been provided by the Contractor under a Standing Offer Deed, no parent company guarantee is required under this Contract</i></p>
<b>Clause 5 – Risks and Insurance</b>		
17.	<b>Insurance policies required to be effected by the Principal:</b> (Clause 5.4)	(None, unless otherwise stated)
18.	<b>Insurance policies required to be effected by the Contractor:</b> (Clause 5.5(a))	<p><b>Works Insurance</b></p> <p>Amount of Cover:</p> <ul style="list-style-type: none"> <li>(a) the Contract Price;</li> <li>(b) [10%] of the Contract Price to cover the costs of demolition and removal of debris;</li> <li>(c) [10%] of the Contract Price to cover the Principal's consultant fees;</li> <li>(d) the full reinstatement value of materials or things to be supplied by the Principal; and</li> <li>(e) Principal to insert % of the total of the amounts in (a) to (d) to cover escalation costs.</li> </ul> <p><b>Public Liability Insurance</b></p> <p>Amount of cover is \$20 million in respect of any one occurrence</p> <p>Maximum deductible: \$          (If nothing is stated, the maximum deductible is \$0)</p> <p><b>Product Liability Insurance</b></p> <p>Amount of cover: <b>\$10 million</b> in respect of any one occurrence and in the aggregate for all occurrences in any 12-month period</p> <p>(If nothing is stated, the maximum deductible is \$0)</p>



		<p><b>Workers Compensation Insurance</b></p> <p>Amount of cover: The maximum amount required by Law.</p> <p>Maximum deductible: Not applicable</p> <p><b>Construction Plant Insurance</b></p> <p>Amount of cover: The full replacement or reinstatement market value of the construction plant.</p> <p><b>Motor Vehicle Insurance</b></p> <p>Amount of cover: Combined limit of not less than \$10 million in respect of property damage and third-party bodily injury (other than as provided for by any compulsory statutory insurance scheme or accident compensation scheme).</p> <p><b>Marine Liability Insurance</b></p> <p>Amount of cover: [\$10 million] in respect of any one occurrence and unlimited in the aggregate for all occurrences.</p> <p><b>Professional Indemnity Insurance</b></p> <p>Amount of cover including provision for at least one automatic reinstatement of the limit of indemnity: \$ (If no amount is specified, <b>\$10 million</b>)</p> <p>Maximum deductible: \$ (If nothing is stated, the maximum deductible is \$0)</p>
19.	<p><b>Additional requirements for Product Liability Insurance and Public Liability Insurance</b> (Clause 5.5(c))</p>	<p><i>The Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors.</i></p> <p><b>OR</b></p> <p><i>The Product Liability Insurance and Public Liability Insurance must be in the joint names of the Contractor and the Principal.</i></p> <p>(If nothing stated, the Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors)</p>





Clause 6 – Design and Documentation		
20.	<b>Documents to be provided by the Principal to the Contractor:</b> (Clause 6.1)	(Where a Standing Offer Deed exists, as per the Purchase Order)
21.	<b>Number of copies of Design Documentation to be submitted or resubmitted by the Contractor to the Principal:</b> (Clause 6.5)	One Electronic Copy
22.	<b>Escrow deed required:</b> (Clause 6.11)	<i>Hunter Water's default position is "no". Only select "yes" where there is software or IT being procured and if unsure, select "Required on request"</i>  Yes - required within 5 Business Days of Award Date /Not required /Required on request  (If nothing is stated, not required)
Clause 7 – Site Information		
23.	<b>Latent Conditions</b> (Clause 7.3)	<i>Applicable: yes/no</i> <i>Insert 'yes' if Contractor is entitled to claim costs and extensions of time for Latent Conditions</i>  (If nothing stated, 'no')
24.	<b>Work health and safety, principal contractor</b> (Clause 7.6(b))	The principal contractor for the purposes of the WHS Legislation is:  (If nothing is stated, the principal contractor is the Contractor)
Clause 8 – Construction		
25.	<b>Existing Approvals and other Approvals which the Principal is to obtain:</b> (Clause 8.3(c))	<i>Insert any Approvals that will be obtained by the Principal e.g. a planning Approval</i>  Where a Standing Offer Deed exists, as per the Purchase Order



26.	<b>Contractor's Activities that cannot be subcontracted without approval:</b> (Clause 8.5(a)(ii))	<i>Insert subcontract value over which Principal must approve Subcontracts and/or any disciplines that must be approved by Principal</i>  (If nothing stated, any Subcontracts with a value over \$100,000)  (Where a Standing Offer Deed exists as per the Purchase Order. If nothing is stated in the Purchase Order, any subcontractors with a value over \$100,000)	
27.	<b>Pre-approved Subcontractors:</b> (Clause 8.5(a)(ii))	Subcontractor	Part of the Contractors Activities
		Where a Standing Offer Deed exists, as per the Purchase Order	
28.	<b>Warranties required to be procured by the Contractor from Subcontractors and provided to the Principal:</b> (Clause 8.6)	Warranty required from:  <i>Insert description of types of equipment or trades from whom subcontractor warranties are required</i>  (Where a Standing Offer Deed exists, as per the Purchase Order)	
29.	<b>Environmental Management Plan</b> (Clause 8.8(a)(v))	Is an Environmental Management Plan required: <b>yes/no</b> (If nothing is stated 'yes')	
30.	<b>Environmental Management System</b> (Clause 8.10(d)(iii))	Is an Environmental Management System required: <b>yes/no</b> (If nothing is stated, 'yes')  <i>Note to user: An EMS is required under the NSW Government policy for projects with a value of \$10m or more or that have high environmental risk or are otherwise sensitive in terms of the environment.</i>	
31.	<b>Aboriginal participation Contract Value</b>	The Contract value for the purposes of calculating the Aboriginal participation requirements is \$	



	(Clause 8.10(d)(iii))	<p><i>Note to user: Only applies if the Aboriginal Procurement Policy applies in Item 6 and if the contract value exceeds \$7.5m</i></p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>	
32.	<b>Provisional Sum Work:</b> (Clause 1.1 and 8.19)	Description of Work	Allowance in Contract Price
		(Where a Standing Offer Deed exists, as per the Purchase Order)	
33.	<b>Working hours for Contractor's Activities on Site:</b> (Clause 8.21)	<p>(If nothing stated, in accordance with relevant Approvals)</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>	
<b>Clause 9 – Quality and Defects</b>			
34.	<b>Quality Management System</b> (Clause 9.2(b))	<p>Is a Quality Management System required under the Contract: <u>yes/no</u></p> <p>(If nothing is stated, 'yes'.)</p>	
35.	<b>Quality Management Plan</b> (Clause 9.2(c))	<p>Is a Quality Management Plan required under the Contract: <u>yes/no</u></p> <p>(If nothing is stated, 'yes'.)</p>	
<b>Clause 10 – Time</b>			
36.	<b>Requirement for delay to Date for Practical Completion or LD Milestone Date before EOT can be claimed:</b> (Clause 10.5)	<p>Paragraph (a) applies / paragraph (b) applies</p> <p>(If nothing stated, paragraph (a) applies)</p> <p><i>Note to user: If the Principal is to "own the float" paragraph (a) should apply, otherwise paragraph (b) should apply</i></p>	
37.	<b>Cap on delay costs:</b>	\$ per day	



	(Clause 10.12(e))	<p>(If nothing is stated, 0.5% of the Contract Price per day)</p> <p>% of the Contract Price in the aggregate</p> <p>(If no amount is specified, 10% of the Contract Price in the aggregate)</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, as per the default amounts set out above)</p>
<b>Clause 11 – Variations</b>		
38.	<p><b>Percentage adjustments for valuing a Variation:</b> (Clause 11.3(c)(i))</p>	<p>(a) for non-time related overheads and profit where adjustment is to be an increase:</p> <p>% of the amount determined</p> <p>(b) for overheads and profit where the adjustment is to be a decrease:</p> <p>% of the amount determined</p> <p>(If nothing stated in (a) or (b) above, 10%)</p> <p>(Where a Standing Offer Deed exists:</p> <p>(a) where the adjustment is to be an increase, any lower percentages stated in the Purchase Order;</p> <p>(b) where the adjustment is to be a decrease, any higher percentages stated in the purchase order)</p>
<b>Clause 12 – Payment</b>		
39.	<p><b>Unfixed goods and materials for which payment can be claimed</b> (Clause 12.7)</p>	<p>The Contractor may claim payment for the following unfixed goods and materials prior to their incorporation in the Works:</p> <p>(If nothing is stated, 'none')</p>
<b>Clause 13 – Practical Completion</b>		
40.	<p><b>Liquidated damages payable by Contractor when Date of Practical Completion occurs after Date for Practical</b></p>	<p>Where there are no Separable Portions, for the Works is:</p> <p>\$ per day</p> <p>Where there are Separable Portions, for each Separable</p>



	<b>Completion:</b> (Clause 13.5(a)(i))	Portion is:	
		<b>Separable Portion</b>	<b>Liquidated Damages</b>
41.	<b>Cap on liquidated damages:</b> (Clause 13.7)	% of Contract Price  (If no amount is specified, 10% of the Contract Price)  (Where a Standing Offer Deed exists, any higher amount specified in the Purchase Order)	
<b>Clause 16 – Limitation of Liability</b>			
42.	<b>Limitation of Liability (Contractor):</b> (Clause 16(a)(ii))	An amount equal to:  (a) the Contract Price as adjusted from time to time, including on account of any Variations but without reducing the Contract Price for any amounts deducted under clause 9.11; plus  (b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 10.12 and any suspension costs under clause 10.13	
43.	<b>Limitation of Liability (Principal):</b> (Clause 16(e))	An amount equal to:  (a) the Contract Price as adjusted from time to time, including on account of any Variations but without reducing the Contract Price for any amounts deducted under clause 9.11; plus	



		(b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 10.12 and any suspension costs under clause 10.13
<b>Clause 21 – Miscellaneous</b>		
44.	<b>Address for Service: Email</b> (Clause 21.1(a)(ii)A)	Email address for notices:  Principal’s Representative:  Contractor’s Representative:  (Where a Standing Offer Deed exists, as per the Purchase Order.)
45.	<b>Address for service: Notices sent by electronic portal</b> (Clause 21.1(a)(ii)B)	Are all notices to be issued by electronic portal instead of by email: <u>yes/no</u>  If yes, all notices are to be issued by means of [Aconex]  If nothing is stated, no  (Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, no)

**Schedule 4 - LD Milestones**

(Clause 1.1)

Description of LD Milestone	LD Milestone Date	Liquidated Damages Rate
<i>[Insert description of milestone that must be achieved by a certain date, that is not a Separable Portion of the Works e.g. completion of an aspect of design]</i>	<i>[Insert date]</i>	<i>[\$[insert] per day]</i>
<i>[Insert description of milestone that must be achieved by a certain date, that is not a Separable Portion of the Works e.g. completion of an aspect of design]</i>	<i>[Insert date]</i>	<i>[\$[insert] per day]</i>
<i>[Insert description of milestone that must be achieved by a certain date, that is not a</i>	<i>[Insert date]</i>	<i>[\$[insert] per day]</i>



<i>Separable Portion of the Works e.g. completion of an aspect of design]</i>		
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## Professional Services Contract

Clause 1 - Definitions and Interpretation		
1.	<b>Contract – Other documents forming part of the Contract:</b> (Clause 1.1)	<p>List any other Contract documents</p> <p>(If nothing is specified, nil)</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, nil</p>
2.	<b>Contract Price:</b> (Clause 1.1)	<p>If the Contract Price is a lump sum, specify lump sum</p> <p>If the Contract Price is not a lump sum, insert 'Calculated in accordance with <b>Error! Reference source not found.</b>'</p> <p>Where the Contract Price is partly a lump sum, insert: 'The Contract Price is the sum of (1) [insert portion of the Contract Price that is a lump sum], and (2) the amount calculated in accordance with <b>Error! Reference source not found.</b></p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>
3.	<b>Contractor's Representative:</b> (Clause 1.1)	<p>Name:</p> <p>Address:</p> <p>Email:</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)</p>
4.	<b>Option Period 1:</b> (Clause <b>Error! Reference source not found.</b> )	<i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 1, insert "N/A"</i>
5.	<b>Option Period 2:</b> (Clause <b>Error! Reference source not found.</b> )	<i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 2, insert "N/A"</i>
6.	<b>Option Period 3:</b> (Clause <b>Error! Reference source not found.</b> )	<i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 3, insert "N/A"</i>
7.	<b>Policies and procedures applicable under the Contract:</b> (Clause 1.1)	<p>Aboriginal Procurement Policy (January 2021) applicable: yes/no If nothing is stated 'no'</p> <p>Environmental Management Guidelines (Construction</p>





		<p>Procurement) (Edition 4) applicable: <i>yes/no</i>          If nothing is stated 'yes'.  <i>Note to user: Only applicable to construction procurement</i></p> <p>Quality Management Guidelines (Construction Procurement) (Edition 4) applicable: <i>yes/no</i>          If nothing is stated 'yes'.  <i>Note to user: Only applicable to construction procurement</i></p> <p>Work Health &amp; Safety management guidelines (for Construction Procurement) (Edition 6) applicable: <i>yes/no</i>          If nothing is stated 'yes'.  <i>Note to user: Only applicable to construction procurement</i></p> <p>Skills, training and diversity in construction (PBD 2020-03) applicable: <i>yes/no</i>          If nothing is stated 'no'.  <i>Note to user: Only applicable to construction procurement</i></p> <p>Small and Medium Enterprises and Regional Procurement Policy (July 2021) applicable: no.  <i>Note to user: Not applicable to construction procurement</i></p> <p>Small Business Shorter Payment Terms Policy (July 2021) applicable: no.  <i>Note to user: Not applicable to construction procurement</i></p> <p>Supplier Code of Conduct (February 2020) applicable: yes.</p> <p>Do any other policies and procedures apply, in addition to those listed in clause <b>Error! Reference source not found.</b> under the definition of 'Policies and Procedures': <i>yes/no</i>          If 'yes' the following other policies and procedures apply:  <i>insert</i>          If nothing is stated, 'no'</p>
8.	<b>Principal's Representative:</b> (Clause 1.1)	Name:  Address:  Email:  (Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)
9.	<b>Term:</b> (Clause 1.1)	<i>Insert Term of Contract in relation to Contractor's Activities - for how long or until when the Contractor's Activities must be carried out. Specify when the Term starts and ends. Only applicable if Contractor's Activities are being provided for a set period.</i>  Where a Standing Offer Deed exists, as per the Purchase



		Order	
<b>Clause 2 – Parties Obligations</b>			
10.	<b>Escalation of rates for extension:</b> (Clause 2.3(b))	<i>Insert %</i>  If nothing specified, 0%  Where a Standing Offer Deed exists, any lower percentage stated in the Purchase Order	
11.	<b>Frequency of KPI reporting:</b> (Clause 2.4)	<i>Insert</i>  If nothing is specified, the Contractor must provide a KPI Performance Report at the end of each month.	
12.	<b>Frequency of Evaluation Meetings</b> (Clause 2.5)	<i>Insert how frequently in months/days the Principal and the Contractor must meet to review the Contractor's performance</i>  (If nothing is specified, the Principal and the Contractor must meet monthly, unless otherwise agreed in writing by the Principal)	
13.	<b>Is a parent company guarantee required?</b> (Clause <b>Error! Reference source not found.</b> )	Yes / No  <i>If required, it must be provided by: Insert name of Guarantor</i>  <i>Note to user: If a parent company guarantee has been provided by the Contractor under a Standing Offer Deed, no parent company guarantee is required under this Contract</i>	
<b>Clause 3 – Personnel</b>			
14.	<b>Key People:</b> (Clause 3.5(a))	Person	Position
		Where a Standing Offer Deed exists, as per the Purchase Order	



Clause 5 – Risks and Insurance	
<p>15. <b>Insurance policies required to be effected by the Contractor:</b> (Clause 5.2))</p>	<p><b>Public Liability Insurance</b></p> <p>Amount of cover is \$20 million in respect of any one occurrence</p> <p>Maximum deductible: <i>\$insert</i></p> <p>(If nothing is stated, the maximum deductible is \$0)</p> <p><b>Workers Compensation Insurance</b></p> <p>Amount of cover: The maximum amount required by Law.</p> <p>Maximum deductible: Not applicable</p> <p><b>Professional Indemnity Insurance</b></p> <p>Amount of cover including provision for at least one automatic reinstatement of the limit of indemnity: \$ <i>insert</i></p> <p>If no amount is specified, \$10 million</p> <p>Maximum deductible: <i>\$insert</i> (If nothing is stated, the maximum deductible is \$0.)</p> <p><b>Motor Vehicle Insurance</b></p> <p>Amount of cover: Combined limit of not less than \$10 million in respect of property damage and third-party bodily injury (other than as provided for by any compulsory statutory insurance scheme or accident compensation scheme).</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as above</p>
<p>16. <b>Additional requirements for Product Liability Insurance and Public Liability Insurance</b> (Clause 5.2(c))</p>	<p><i>The Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors.</i></p> <p><b>OR</b></p> <p><i>The Product Liability Insurance and Public Liability Insurance</i></p>



		<p><i>must be in the joint names of the Contractor and the Principal.</i></p> <p>(If nothing stated, the Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors)</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as above</p>
<b>Clause 6 – Principal’s Material and Documentation</b>		
17.	<b>Number of copies of Deliverables to be submitted or resubmitted by the Contractor to the Principal:</b> (Clause 6.6)	One Electronic Copy
18.	<b>Escrow deed required:</b> (Clause 6.11)	<p><i>Hunter Water’s default position is “no”. Only select “yes” where there is software or IT being procured and if unsure, select “Required on request</i></p> <p>Yes - required within 5 Business Days of Award Date /Not required /Required on request</p> <p>(If nothing is stated, not required)</p>
<b>Clause 7 – General Contractor obligations</b>		
19.	<b>Existing Approvals and other Approvals which the Principal is to obtain:</b> (Clause 7.9(b))	<p><i>Insert any Approvals that will be obtained by the Principal e.g. a planning Approval</i></p> <p>Where a Standing Offer Deed exists, as per the Purchase Order</p>
20.	<b>Aboriginal participation Contract Value:</b> (Clause 7.13(d))	<p>The Contract value for the purposes of calculating the Aboriginal participation requirements is: \$ insert</p> <p>Note to user: Only applies if the Aboriginal Procurement Policy applies in Item <b>Error! Reference source not found.</b> and if the contract value exceeds \$7.5m</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order</p>
21.	<b>Environmental Management Plan</b> (Clause 7.21(a)(iv))	<p>Is an Environmental Management Plan required: <b>yes/no</b> (If nothing is stated 'no')</p> <p><i>Note to user: Only relevant if Environmental Management</i></p>



		<i>Guidelines applies in Item 7.</i>
22.	<b>Environmental Management System</b> (Clause 7.21(a)(v))	Is an Environmental Management System required: <u>yes/no</u>  (If nothing is stated, 'no')  <i>Note to user: Only relevant if Environmental Management Guidelines applies in Item 7.</i>
<b>Clause 9 – Quality and Defects</b>		
23.	<b>Quality Management System</b> (Clause 9.1(b))	Is a Quality Management System required under the Contract: <u>yes/no</u>  (If nothing is stated, 'no'.)  <i>Note to user: Only relevant if Environmental Management Guidelines applies in Item 7.</i>
24.	<b>Quality Management Plan</b> (Clause 9.1(c))	Is a Quality Management Plan required under the Contract: <u>yes/no</u>  (If nothing is stated, 'no'.)  <i>Note to user: Only relevant if Environmental Management Guidelines applies in Item 7.</i>
<b>Clause 10 – Time</b>		
25.	<b>Date for completion of whole or parts of the Contractor's Activities:</b> (Clause 10.1)	<i>Insert any required date (or dates) for completion of any part (i.e. milestone), or the whole of the Contractor's Activities, or insert 'Not applicable'</i>  Where a Standing Offer Deed exists, as per the Purchase Order.
26.	<b>Cap on delay costs:</b> (Clause 10.11)	<i>\$insert</i> per day  (If nothing is stated, 0.5% of the Contract Price per day)  <i>insert</i> % of the Contract Price in the aggregate  (If no amount is specified, 10% of the Contract Price in the aggregate)  (Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, \$0)
<b>Clause 13 – Practical Completion</b>		



27.	<b>Liquidated damages payable by Contractor when Date of Practical Completion occurs after Date for Practical Completion:</b> (Clause 13.1)	<i>\$insert per day and if multiple Dates for Completion insert relevant amount for each Date for Completion</i>  (If nothing is stated, 0.5% of the Contract Price per day)  Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, 0.5% of the Contract Price per day
28.	<b>Cap on liquidated damages:</b> (Clause 13.3)	<i>insert % of Contract Price</i>  (If no amount is specified, 10% of the Contract Price)  (Where a Standing Offer Deed exists, any higher amount specified in the Purchase Order)
<b>Clause 16 – Limitation of Liability</b>		
29.	<b>Limitation of Liability (Contractor):</b> (Clause 16(a)(ii))	To the extent that the Contractor's liability is limited by a scheme approved under the Professional Standards Act 1994 (NSW), an amount equal to the maximum limitation amount or maximum monetary ceiling (as applicable) contemplated by and permitted under that scheme in respect of the relevant liability  In any other circumstances, an amount equal to:  (a) the Contract Price as adjusted from time to time, including on account of any; plus  (b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract.
30.	<b>Limitation of Liability (Principal):</b> (Clause 16(e))	An amount equal to:  (a) the Contract Price as adjusted from time to time, including on account of any; plus  (b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract.
<b>Clause 20 – Miscellaneous</b>		
31.	<b>Address for Service: Email</b> (Clause 20.1(a)(ii)A)	Email address for notices:  Principal's Representative:



		Contractor's Representative:  (Where a Standing Offer Deed exists, as per the Purchase Order.)
32.	<b>Address for service: Notices sent by electronic portal</b> (Clause 20.1(a)(ii)B)	Are all notices to be issued by electronic portal instead of by email: <i>yes/no</i>  If yes, all notices are to be issued by means of <i>[Aconex]</i>  If nothing is stated, no  (Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, no)
<b>Schedule 5 – Principal's Budget</b>		
33.	<b>Principal's Budget:</b> (Clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> )	<i>Insert the value of the Principal's Budget if the Contractor's Activities include design of Works</i>  \$ <i>insert</i> for the Works  <b>OR</b>  \$ <i>insert</i> for that part of the Works to which the Contractor's Activities relate  (If nothing is specified, not applicable)  (Where a Standing Offer Deed exists, as per the Purchase Order)

## Maintenance Services Contract

<b>Clause 1 - Definitions and Interpretation</b>		
1.	<b>Contract – Other documents forming part of the Contract:</b> (Clause 1.1)	<i>List any other Contract documents</i>  (If nothing is specified, nil)  Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, nil
2.	<b>Contract Price:</b> (Clause 1.1)	<i>If the Contract Price is a lump sum, specify lump sum</i>  <i>If the Contract Price is not a lump sum, insert 'Calculated in accordance with <b>Error! Reference source not found.</b>'</i>  <i>Where the Contract Price is partly a lump sum, insert: 'The</i>



		<p><i>Contract Price is the sum of (1) [insert portion of the Contract Price that is a lump sum], and (2) the amount calculated in accordance with <b>Error! Reference source not found.</b></i></p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>
3.	<p><b>Contractor's Representative:</b> (Clause 1.1)</p>	<p>Name:</p> <p>Address:</p> <p>Email:</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)</p>
4.	<p><b>Date for Practical Completion:</b> (Clause 1.1)</p>	<p>For Defects in goods and materials: <i>insert</i> from the date on which the relevant goods and materials are installed in the Serviced Equipment</p> <p>24 months unless otherwise stated</p> <p>For all other Defects: <i>insert</i> from the date on which the relevant Contractor's Activities are completed.</p> <p>6 months unless otherwise stated</p> <p>Where a Standing Offer Deed exists, any other longer period stated in the Purchase Order.</p>
5	<p><b>Option Period 1:</b> (Clause <b>Error! Reference source not found.</b>)</p>	<p><i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 1, insert "N/A"</i></p>
6	<p><b>Option Period 2:</b> (Clause <b>Error! Reference source not found.</b>)</p>	<p><i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 2, insert "N/A"</i></p>
7	<p><b>Option Period 3:</b> (Clause <b>Error! Reference source not found.</b>)</p>	<p><i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 3, insert "N/A"</i></p>
8.	<p><b>Policies and procedures applicable under the Contract:</b> (Clause 1.1)</p>	<p>Aboriginal Procurement Policy (January 2021) applicable: <u>yes/no</u> If nothing is stated 'no'</p> <p>Environmental Management Guidelines (Construction Procurement) (Edition 4) applicable: <u>yes/no</u> If nothing is stated 'no'.</p>





		<p><i>Note to user: Only applicable to construction procurement</i></p> <p>Quality Management Guidelines (Construction Procurement) (Edition 4) applicable: <u>yes/no</u> If nothing is stated 'no'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Work Health &amp; Safety management guidelines (for Construction Procurement) (Edition 6) applicable: <u>yes/no</u> If nothing is stated 'no'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Skills, training and diversity in construction (PBD 2020-03) applicable: <u>yes/no</u> If nothing is stated 'no'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Small and Medium Enterprises and Regional Procurement Policy (July 2021) applicable: yes. <i>Note to user: Not applicable to construction procurement</i></p> <p>Small Business Shorter Payment Terms Policy (July 2021) applicable: yes. <i>Note to user: Not applicable to construction procurement</i></p> <p>Supplier Code of Conduct (February 2020) applicable: yes.</p> <p>Do any other policies and procedures apply, in addition to those listed in clause <b>Error! Reference source not found.</b> under the definition of 'Policies and Procedures': <u>yes/no</u> If 'yes' the following other policies and procedures apply: <u>insert</u> If nothing is stated, 'no'</p>
9.	<b>Principal's Representative:</b> (Clause 1.1)	<p>Name:</p> <p>Address:</p> <p>Email:</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)</p>
10.	<b>Separable Portions:</b> (Clause 1.1)	<p><i>Describe each Separable Portion of the Contractor's Activities e.g. separate area/location</i></p> <p>Where a Standing Offer Deed exists, as per the Purchase Order</p>
11.	<b>Term:</b> (Clause 1.1)	<i>Insert Term of Contract – for how long or until when the Contractor's Activities must be carried out. Specify when the</i>



		<i>Term starts and ends</i>	
		Where a Standing Offer Deed exists, as per the Purchase Order	
12.	<b>Indexation and review of rates:</b> (Clause 1.9)	<p><i>Applicable / Not Applicable</i></p> <p><i>If applicable:</i></p> <p>CPI indexation in accordance with clause 1 of Part 2 of Schedule 2 <i>does / does not apply</i> select that this applies if the Contractor's prices will be CPI indexed annually AND the General Review of Rates in clause 2 of Part 2 of Schedule 2 will not apply</p> <p>OR</p> <p>The General Review of Rates in clause 2 of Part 2 of Schedule 2 <i>does / does not apply:</i> and select that this applies if Hunter Water agrees to an annual increase in the Contractor's rates. If the option above is selected so that CPI indexation applies, the General Review of Rates should not apply to avoid double indexation</p> <p>The foreign currency adjustment in Part 2 of Schedule 2 <i>does / does not apply:</i> select that this applies if Hunter Water agrees to take foreign currency risk</p> <p>If nothing is specified, not applicable</p>	
<b>Clause 2 – Parties Obligations</b>			
13.	<b>Escalation of rates for extension:</b> (Clause 2.3(b))	<p><i>Insert %</i></p> <p>If nothing is specified, 0%</p> <p>Where a Standing Offer Deed exists, any lower percentage stated in the Purchase Order</p>	
<b>Clause 3 – Personnel</b>			
14.	<b>Key People:</b> (Clause 3.5(a))	Person	Position



		Where a Standing Offer Deed exists, as per the Purchase Order	
<b>Clause 4 – Security</b>			
15.	<b>Security to be provided by the Contractor:</b> (Clause 4.1)	<p>Clause <b>Error! Reference source not found.</b> applies: <i>yes/no</i></p> <p>Select <i>yes</i> if the Contractor is required to provide security</p> <p><b>Amount</b></p> <p>Security is required for \$ <i>insert amount</i></p> <p>If nothing is stated, 5% of the Contract Price, except where a Standing Offer Deed exists, the amount of security shall be as per the Purchase Order. If nothing is stated in the Purchase Order, 5% of the Contract Price</p> <p><b>Note to user: If the Contract Price is not a lump sum, then the amount of security must be specified</b></p>	
16.	<b>Is parent company guarantee required?</b> (Clause 4.6)	<p><i>yes/no</i></p> <p>If required, it must be provided by: <i>insert name of Guarantor</i></p> <p><b>Note to user: If a parent company guarantee has been provided by the Contractor under a Standing Offer Deed, no parent company guarantee is required under this Contract</b></p>	
<b>Clause 5 – Risks and Insurance</b>			
17.	<b>Insurance policies required to be effected by the Principal:</b> (Clause 5.4)	<p><i>insert</i></p> <p>(None, unless otherwise stated)</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, none.)</p>	
18.	<b>Insurance policies required to be effected by the Contractor:</b> (Clause 5.5(a))	<p><b>Public Liability Insurance</b></p> <p>Amount of cover is \$20 million in respect of any one occurrence</p> <p>Maximum deductible: \$ <i>insert</i></p> <p>(If nothing is stated, the maximum deductible is \$0)</p>	



		<p><b>Workers Compensation Insurance</b></p> <p>Amount of cover: The maximum amount required by Law.</p> <p>Maximum deductible: Not applicable</p> <p><b>Motor Vehicle Insurance</b></p> <p>Amount of cover: Combined limit of not less than \$10 million in respect of property damage and third-party bodily injury (other than as provided for by any compulsory statutory insurance scheme or accident compensation scheme).</p> <p><b>Marine Liability Insurance</b></p> <p>Amount of cover: [\$10 million] in respect of any one occurrence and unlimited in the aggregate for all occurrences.</p> <p><b>Professional Indemnity Insurance</b></p> <p>Amount of cover including provision for at least one automatic reinstatement of the limit of indemnity: \$ (If no amount is specified, <b>\$10 million</b>)</p> <p>Maximum deductible: <i>\$insert</i> (If nothing is stated, the maximum deductible is \$0)</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, none.)</p>
19.	<p><b>Additional requirements for Product Liability Insurance and Public Liability Insurance</b> (Clause 5.5(c))</p>	<p><i>The Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors.</i></p> <p><b>OR</b></p> <p><i>The Product Liability Insurance and Public Liability Insurance must be in the joint names of the Contractor and the Principal.</i></p> <p>(If nothing stated, the Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors)</p> <p>(Where a Standing Offer Deed exists, as per the Purchase</p>



		Order. If nothing stated in the Purchase Order, as above.)
<b>Clause 6 – Design and Documentation</b>		
20.	<b>Documents to be provided by the Principal to the Contractor:</b> (Clause 6.1)	Document:  (Where a Standing Offer Deed exists, as per the Purchase Order)
21.	<b>Number of copies of Design Documentation to be submitted or resubmitted by the Contractor to the Principal:</b> (Clause 6.5)	One Electronic Copy
22.	<b>Escrow deed required:</b> (Clause 6.11)	<i>Hunter Water's default position is "no". Only select "yes" where there is software or IT being procured and if unsure, select "Required on request"</i>  Yes - required within 5 Business Days of Award Date /Not required /Required on request  (If nothing is stated, not required)
<b>Clause 7 – Site Information</b>		
23.	<b>Work health and safety, principal contractor</b> (Clause 7.5(b))	The principal contractor for the purposes of the WHS Legislation is:  (If nothing is stated, the principal contractor is the Contractor)  Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, the principal contractor is the Contractor
<b>Clause 8 – Provision of Contractor's Activities</b>		
24.	<b>Existing Approvals and other Approvals which the Principal is to obtain:</b> (Clause 8.3(c))	<i>Insert any Approvals that will be obtained by the Principal e.g. a planning Approval</i>  Where a Standing Offer Deed exists, as per the Purchase Order
25.	<b>Contractor's Activities that cannot be subcontracted</b>	<i>Insert subcontract value over which Principal must approve Subcontracts and/or any disciplines that must be approved by</i>



	<b>without approval:</b> (Clause 8.5(a)(ii))	<i>Principal</i>  (If nothing stated, any Subcontracts with a value over \$100,000)  (Where a Standing Offer Deed exists as per the Purchase Order. If nothing is stated in the Purchase Order, any subcontractors with a value over \$100,000)	
26.	<b>Pre-approved Subcontractors:</b> (Clause 8.5(a)(ii))	Subcontractor	Part of the Contractors Activities
		Where a Standing Offer Deed exists, as per the Purchase Order	
27.	<b>Warranties required to be procured by the Contractor from Subcontractors and provided to the Principal:</b> (Clause 8.6)	Warranty required from:  <i>Insert description of types of equipment or trades from whom subcontractor warranties are required</i>  (Where a Standing Offer Deed exists, as per the Purchase Order)	
28.	<b>Environmental Management Plan</b> (Clause 8.8(a)(v))	Is an Environmental Management Plan required: <b>yes/no</b> (If nothing is stated 'no')  <i>Note to user: Only relevant if Environmental Management Guidelines applies in Item 8.</i>	
29.	<b>Environmental Management System</b> (Clause 8.10(d)(iii))	Is an Environmental Management System required: <b>yes/no</b> (If nothing is stated, no')  <i>Note to user: Only relevant if Environmental Management Guidelines applies in Item 8.</i>	
30.	<b>Aboriginal participation Contract Value</b>	The Contract value for the purposes of calculating the Aboriginal participation requirements is \$ <i>insert</i>	



	(Clause 8.10(d)(iii))	<p><i>Note to user: Only applies if the Aboriginal Procurement Policy applies in Item 6 and if the contract value exceeds \$7.5m</i></p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>
<b>Clause 9 – Quality and Defects</b>		
31.	<b>Quality Management System</b> (Clause 9.2(b))	<p>Is a Quality Management System required under the Contract: <u>yes/no</u></p> <p>(If nothing is stated, 'no'.)</p> <p><i>Note to user: Only relevant if Quality Management Guidelines applies in Item 8</i></p>
32.	<b>Quality Management Plan</b> (Clause 9.2(c))	<p>Is a Quality Management Plan required under the Contract: <u>yes/no</u></p> <p>(If nothing is stated, 'no'.)</p> <p><i>Note to user: Only relevant if Quality Management Guidelines applies in Item 8</i></p>
<b>Clause 11 – Variations</b>		
33.	<b>Percentage adjustments for valuing a Variation:</b> (Clause 11.3(c)(i))	<p>(a) for non-time related overheads and profit where adjustment is to be an increase:</p> <p><i>insert</i> % of the amount determined</p> <p>(b) for overheads and profit where the adjustment is to be a decrease:</p> <p><i>insert</i> % of the amount determined</p> <p>(If nothing stated in (a) or (b) above, 10%)</p> <p>(Where a Standing Offer Deed exists:</p> <p>(a) where the adjustment is to be an increase, any lower percentages stated in the Purchase Order;</p> <p>(b) where the adjustment is to be a decrease, any higher percentages stated in the purchase order)</p>
<b>Clause 13 – KPIs and Performance Adjustments</b>		



34.	<b>Frequency of KPI Reporting:</b> (Clause 13.1)	<p><i>Insert how frequently in months/days the Contractor must produce a KPI Performance Report</i></p> <p>If nothing is specified, the Contractor must provide a KPI Performance Report at the end of each month, unless otherwise agreed in writing by the Principal</p>
35.	<b>Performance Adjustments:</b> (Clause 13.2)	<p>Performance Adjustments <i>are / are not</i> applicable</p> <p><i>Note to user: Select yes if payment will be abated for failure to meet KPIs</i></p>
36.	<b>Frequency of Evaluation Meetings</b> (Clause 13.3)	<p><i>Insert how frequently in months/days the Principal and the Contractor must meet to review the Contractor's performance</i></p> <p>If nothing is specified, the Principal and the Contractor must meet monthly, unless otherwise agreed in writing by the Principal</p>
<b>Clause 14 – Termination</b>		
37.	<b>Default events in relation to KPIs</b> (Clause 14.2)	<p><i>Note to User: specify any additional default events in relation to KPIs that Hunter Water would like to include. Delete if not required</i></p> <p>A breach of any of the following KPIs will give rise to the Principal's rights under clause 14.2</p> <p><i>Insert</i></p> <p>If nothing stated, not applicable</p> <p>The default events specified above will apply in addition to any default events specified in the Purchase Order</p>
<b>Clause 16 – Limitation of Liability</b>		
38.	<b>Limitation of Liability (Contractor):</b> (Clause 16(a)(ii))	<p><i>Note to user: this limitation of liability is calculated based on the payment schedule template provided in Schedule 2. If the payment structure in schedule 2 is not appropriate, please seek legal advice regarding an appropriate limitation of liability. Consider making this a set dollar amount for more certainty</i></p> <p>An amount equal to the aggregate of:</p> <p>(a) the Routine Maintenance Fee already paid to the Contractor, together with the estimated Routine Maintenance Fee payable for the remainder of the Term; plus</p>





		<p>(b) any:</p> <p>(i) Corrective Maintenance Fee already paid to the Contractor, together with the estimated Corrective Maintenance Fee payable for the remainder of the Term</p> <p>(ii) amounts payable on account of Variations but without reducing the Contract Price for any amounts deducted under clause 9.11; and</p> <p>(c) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any suspension costs under clause 10.9</p>
39.	<p><b>Limitation of Liability (Principal):</b> (Clause 16(e))</p>	<p><i>Note to user: this limitation of liability is calculated based on the payment schedule template provided in Schedule 2. If the payment structure in Schedule 2 is not appropriate, please seek legal advice regarding an appropriate limitation of liability</i></p> <p>An amount equal to the aggregate of:</p> <p>(a) the Routine Maintenance Fee already paid to the Contractor, together with the estimated Routine Maintenance Fee payable for the remainder of the Term; plus</p> <p>b) any:</p> <p>(i) Corrective Maintenance Fee already paid to the Contractor, together with the estimated Corrective Maintenance Fee payable for the remainder of the Term</p> <p>(ii) amounts payable on account of Variations but without reducing the Contract Price for any amounts deducted under clause 9.11; and</p> <p>(c) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any suspension costs under clause 10.9</p>
<p><b>Clause 21 – Miscellaneous</b></p>		
40.	<p><b>Address for Service: Email</b> (Clause 20.1(a)(ii)A)</p>	<p>Email address for notices:</p> <p>Principal's Representative:</p> <p>Contractor's Representative:</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order.)</p>



41.	<b>Address for service: Notices sent by electronic portal</b> (Clause 20.1(a)(ii)B)	Are all notices to be issued by electronic portal instead of by email: <i>yes/no</i>  If yes, all notices are to be issued by means of <i>[Aconex]</i>  If nothing is stated, no  (Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, no)
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## Goods and/or Services Contract

Clause 1 - Definitions and Interpretation			
1.	<b>Contract – Other documents forming part of the Contract:</b> (Clause 1.1)	<p>List any other Contract documents</p> <p>(If nothing is specified, nil)</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, nil</p>	
2.	<b>Contract Price:</b> (Clause 1.1)	<p>If the Contract Price is a lump sum, specify lump sum</p> <p>If the Contract Price is not a lump sum, insert 'Calculated in accordance with <b>Error! Reference source not found.</b>'</p> <p>Where the Contract Price is partly a lump sum, insert: 'The Contract Price is the sum of (1) [insert portion of the Contract Price that is a lump sum], and (2) the amount calculated in accordance with <b>Error! Reference source not found.</b></p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>	
3.	<b>Contractor's Representative:</b> (Clause 1.1)	<p>Name:</p> <p>Address:</p> <p>Email:</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)</p>	
4.	<b>Date for Delivery of Goods:</b> (Clause 1.1)	Where there are no Separable Portions, for the Date for Delivery of the Goods is: <i>insert</i>	
		Where there are Separable Portions, for each Separable Portion is:	
		<b>Separable Portion</b>	<b>Date for Delivery</b>



		(Where a Standing Offer Deed exists, as per the Purchase Order.)	
5.	<b>Defects Liability Period:</b> (Clause 1.1)	<i>Insert</i>  (24 months unless otherwise stated)  (Where a Standing Offer Deed exists, any other longer period stated in the Purchase Order)	
6.	<b>Delivery Point:</b> (Clause 1.1)	Where there are no Separable Portions, the Delivery Point for the Goods is:	
		Where there are Separable Portions, the Delivery Point for each Separable Portion is:	
		<b>Separable Portion</b>	<b>Delivery Point</b>
7.	<b>Option Period 1:</b> (Clause 1.1)	<i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 1, insert "N/A"</i>	
8.	<b>Option Period 2:</b> (Clause 1.1)	<i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 2, insert "N/A"</i>	
9.	<b>Option Period 3:</b> (Clause 1.1)	<i>if applicable, insert option period, e.g "2 years". If there is to be no Option Period 3, insert "N/A"</i>	
10.	<b>Policies and procedures applicable under the Contract:</b> (Clause 1.1)	Aboriginal Procurement Policy (January 2021) applicable: <i>yes/no</i> If nothing is stated 'no'  Environmental Management Guidelines (Construction Procurement) (Edition 4) applicable: <i>yes/no</i> If nothing is stated 'no'.	



		<p><i>Note to user: Only applicable to construction procurement</i></p> <p>Quality Management Guidelines (Construction Procurement) (Edition 4) applicable: <u>yes/no</u> If nothing is stated 'no'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Work Health &amp; Safety management guidelines (for Construction Procurement) (Edition 6) applicable: <u>yes/no</u> If nothing is stated 'no'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Skills, training and diversity in construction (PBD 2020-03) applicable: <u>yes/no</u> If nothing is stated 'no'. <i>Note to user: Only applicable to construction procurement</i></p> <p>Small and Medium Enterprises and Regional Procurement Policy (July 2021) applicable: yes. <i>Note to user: Not applicable to construction procurement</i></p> <p>Small Business Shorter Payment Terms Policy (July 2021) applicable: yes. <i>Note to user: Not applicable to construction procurement</i></p> <p>Supplier Code of Conduct (February 2020) applicable: yes.</p> <p>Do any other policies and procedures apply, in addition to those listed in clause <b>Error! Reference source not found.</b> under the definition of 'Policies and Procedures': <u>yes/no</u> If 'yes' the following other policies and procedures apply: <u>insert</u> If nothing is stated, 'no'</p>
11.	<b>Principal's Representative:</b> (Clause 1.1)	<p>Name:</p> <p>Address:</p> <p>Email:</p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as per the Key Details of the Standing Offer Deed)</p>
12.	<b>Separable Portions:</b> (Clause 1.1)	<p><i>Describe each Separable Portion of the Goods and/or the Services</i></p> <p>Where a Standing Offer Deed exists, as per the Purchase Order</p>
13.	<b>Terms of Services:</b> (Clause 1.1)	<p><i>Insert term of Contract in relation to Services - for how long or until when the Services must be carried out. eg. 12 months from Date of Acceptance. Specify when the Term of Services</i></p>



		<i>starts and ends</i>  Only applicable if Services are being provided for a set period  Where a Standing Offer Deed exists, as per the Purchase Order	
<b>Clause 2 – Parties Obligations</b>			
14.	<b>Escalation of rates for extension:</b> (Clause 2.3(b))	<i>Insert %</i>  If nothing specified, 0%  Where a Standing Offer Deed exists, any lower percentage stated in the Purchase Order	
15.	<b>Frequency of KPI reporting:</b> (Clause 2.4)	<i>Insert how frequently in months/days the Contractor must produce a KPI Performance Report</i>  If nothing is specified, the Contractor must provide a KPI Performance Report at the end of each month, unless otherwise agreed in writing by the Principal.	
16.	<b>Frequency of Evaluation Meetings</b> (Clause 2.5)	<i>Insert how frequently in months/days the Principal and the Contractor must meet to review the Contractor's performance</i>  (If nothing is specified, the Principal and the Contractor must meet monthly, unless otherwise agreed in writing by the Principal)	
<b>Clause 3 – Personnel</b>			
17.	<b>Key People:</b> (Clause 3.5(a))	Person	Position
		Where a Standing Offer Deed exists, as per the Purchase Order	
<b>Clause 4 – Security</b>			



18.	<b>Security to be provided by the Contractor:</b> (Clause 4.1)	Clause <b>Error! Reference source not found.</b> applies: <u>yes/no</u>  <i>Select yes if the Contractor is required to provide security</i>  If 'yes', each Unconditional Undertaking must be for an amount representing: <i>[insert]</i> % of the Contract Price. If nothing is stated, 5% of the Contract Price
19.	<b>Amount of Security to be held following release of security under clause 4.2(a)(i)</b> (Clause 4.2(a)(i))	Insert amount of security to be held: <i>insert</i> %  (If nothing is stated, 5% of the Contract Price)
20.	<b>Is parent company guarantee required?</b> (Clause 4.6)	<u>yes/no</u>  If required, it must be provided by: <i>Insert name of Guarantor</i>  <i>Note to user: If a parent company guarantee has been provided by the Contractor under a Standing Offer Deed, no parent company guarantee is required under this Contract</i>
<b>Clause 5 – Risks and Insurance</b>		
21.	<b>Date for transfer of risk:</b> (Clause 5.1)	<i>Date of Acceptance / Upon delivery of the Goods or Separable Portion to the Delivery Point</i>  <i>Select "Upon delivery of the Goods or Separable Portion to the Delivery Point" if the Principal will accept care, custody and control of the Goods on delivery.</i>  <i>Select "Date of Acceptance" if the Contractor will continue to have care, custody and control of the Goods between delivery and Acceptance (e.g. if it is installing the Goods</i>  If nothing is specified, Date of Acceptance
22.	<b>Insurance policies required to be effected by the Principal:</b> (Clause <b>Error! Reference source not found.</b> )	<i>Insert</i>  None, unless otherwise stated  Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, none
23.	<b>Insurance policies required to be effected by the Contractor:</b> (Clause 5.5(a))	<b>Public Liability Insurance</b>  Amount of cover is \$20 million in respect of any one occurrence



		<p>Maximum deductible: \$ (If nothing is stated, the maximum deductible is \$0)</p> <p><b>Product Liability Insurance</b></p> <p>Amount of cover: \$10 million in respect of any one occurrence and in the aggregate for all occurrences in any 12 month period.</p> <p>Maximum deductible: \$ <i>insert</i> (If nothing is stated, the maximum deductible is \$0.)</p> <p><b>Workers Compensation Insurance</b></p> <p>Amount of cover: The maximum amount required by Law.</p> <p>Maximum deductible: Not applicable</p> <p><b>Motor Vehicle Insurance</b></p> <p>Amount of cover: Combined limit of not less than \$10 million in respect of property damage and third-party bodily injury (other than as provided for by any compulsory statutory insurance scheme or accident compensation scheme).</p> <p><b>Professional Indemnity Insurance</b></p> <p>Amount of cover including provision for at least one automatic reinstatement of the limit of indemnity: \$<i>insert</i> (If no amount is specified, \$10 million)</p> <p>Maximum deductible: \$<i>insert</i> (If nothing is stated, the maximum deductible is \$0)</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as above</p>
24.	<p><b>Additional requirements for Product Liability Insurance and Public Liability Insurance</b> (Clause 5.5(c))</p>	<p><i>The Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors.</i></p> <p>OR</p>





		<p><i>The Product Liability Insurance and Public Liability Insurance must be in the joint names of the Contractor and the Principal.</i></p> <p>(If nothing stated, the Product Liability Insurance and Public Liability Insurance must extend the benefit of cover to the Principal for its liability for the acts or omissions of the Contractor and its Subcontractors)</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, as above</p>
<b>Clause 6 – Design and Documentation</b>		
25.	<b>Documents to be provided by the Principal to the Contractor:</b> (Clause 6.1)	<p><i>Insert</i></p> <p>(Where a Standing Offer Deed exists, as per the Purchase Order)</p>
26.	<b>Number of copies of Design Documentation to be submitted or resubmitted by the Contractor to the Principal:</b> (Clause 6.5)	One Electronic Copy
27.	<b>Escrow deed required:</b> (Clause 6.11)	<p><i>Hunter Water’s default position is “no”. Only select “yes” where there is software or IT being procured and if unsure, select “Required on request”</i></p> <p>Yes - required within 5 Business Days of Award Date /Not required /Required on request</p> <p>(If nothing is stated, not required)</p>
<b>Clause 7 – Site and Information</b>		
28.	<b>Work health and safety, principal contractor</b> (Clause 7.5(b))	<p>The principal contractor for the purposes of the WHS Legislation is:</p> <p>(If nothing is stated, the principal contractor is the Contractor)</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, the principal contractor is the Contractor</p>
<b>Clause 8 – Manufacture and production</b>		



29.	<b>Existing Approvals and other Approvals which the Principal is to obtain:</b> (Clause 8.3(c))	<i>Insert any Approvals that will be obtained by the Principal e.g. a planning Approval</i>  Where a Standing Offer Deed exists, as per the Purchase Order	
30.	<b>Contractor's Activities that cannot be subcontracted without approval:</b> (Clause 8.5(a)(ii))	<i>Insert subcontract value over which Principal must approve Subcontracts and/or any disciplines that must be approved by Principal</i>  (If nothing stated, any Subcontracts with a value over \$100,000)  (Where a Standing Offer Deed exists as per the Purchase Order. If nothing is stated in the Purchase Order, any subcontractors with a value over \$100,000)	
31.	<b>Pre-approved Subcontractors:</b> (Clause 8.5(a)(ii))	Subcontractor	Part of the Contractors Activities
		Where a Standing Offer Deed exists, as per the Purchase Order	
32.	<b>Warranties required to be procured by the Contractor from Subcontractors and provided to the Principal:</b> (Clause 8.6)	Warranty required from: <i>Insert</i>  <i>Insert description of types of equipment or trades from whom subcontractor warranties are required</i>  (Where a Standing Offer Deed exists, as per the Purchase Order)	
33.	<b>Environmental Management Plan</b> (Clause 8.8(a)(iv))	Is an Environmental Management Plan required: <u>yes/no</u> (If nothing is stated 'no')  <i>Note to user: Only relevant if Environmental Management Guidelines applies in Item 10</i>	
34.	<b>Environmental Management System</b>	Is an Environmental Management System required: <u>yes/no</u>	



	(Clause 8.8(a)(v))	(If nothing is stated, 'no')  <i>Note to user: Only relevant if Environmental Management Guidelines applies in Item 10.</i>
35.	<b>Aboriginal participation Contract Value</b> (Clause 8.10(d)(iii))	The Contract value for the purposes of calculating the Aboriginal participation requirements is \$ <i>insert</i>  <i>Note to user: Only applies if the Aboriginal Procurement Policy applies in Item 6 and if the contract value exceeds \$7.5m</i>  (Where a Standing Offer Deed exists, as per the Purchase Order)
<b>Clause 9 – Quality and Defects</b>		
36.	<b>Quality Management System</b> (Clause 9.2(b))	Is a Quality Management System required under the Contract: <u>yes/no</u>  (If nothing is stated, 'no'.)  <i>Note to user: Only relevant if Quality Management Guidelines applies in Item 10</i>
37.	<b>Quality Management Plan</b> (Clause 9.2(c))	Is a Quality Management Plan required under the Contract: <u>yes/no</u>  (If nothing is stated, 'no'.)  <i>Note to user: Only relevant if Quality Management Guidelines applies in Item 10</i>
<b>Clause 10 – Time</b>		
38.	<b>Date for Completion of whole or parts of the Services:</b> (Clause 10.1)	<i>Insert any required date (or dates) for completion of any part (i.e. milestone), or the whole of the Services, or insert 'Not applicable'</i>  Where a Standing Offer Deed exists, as per the Purchase Order
39.	<b>Cap on delay costs:</b> (Clause 10.12(e))	\$ <i>insert</i> per day  (If nothing is stated, 0.5% of the Contract Price per day)  <i>insert</i> % of the Contract Price in the aggregate  (If no amount is specified, 10% of the Contract Price in the aggregate)



		(Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, \$0)
<b>Clause 11 – Variations</b>		
40.	<b>Percentage adjustments for valuing a Variation:</b> (Clause 11.3(c)(i))	<p>(a) for non-time related overheads and profit where adjustment is to be an increase: <i>insert %</i> of the amount determined</p> <p>(b) for overheads and profit where the adjustment is to be a decrease: <i>insert %</i> of the amount determined</p> <p>(If nothing stated in (a) or (b) above, 10%)</p> <p>(Where a Standing Offer Deed exists: (a) where the adjustment is to be an increase, any lower percentages stated in the Purchase Order; (b) where the adjustment is to be a decrease, any higher percentages stated in the purchase order)</p>
<b>Clause 12 – Payment</b>		
41.	<b>Goods (or part thereof) for which payment can be claimed</b> (Clause 12.7)	The Contractor may claim payment for the following Goods (or part thereof) before delivery:
<b>Clause 13 – Delivery and Acceptance</b>		
42.	<b>Earliest date and/or time when Goods may be delivered to the Delivery Point:</b> (Clause 13.2(a)(i))	<p><i>Insert</i></p> <p>Where there are Separable Portions, for each Separable Portion is:</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order.</p>
43.	<b>Packaging requirements for transportation of the Goods:</b> (Clause 13.2(a)(vi))	<p><i>Insert</i></p> <p>Where a Standing Offer Deed exists, as per the Purchase Order</p>



44.	<b>Mode of delivery:</b> (Clause 13.2(a)(vii))	Insert  Where a Standing Offer Deed exists, as per the Purchase Order							
45.	<b>Unload or load the Goods at Delivery Point</b> (Clause 13.2(a)(viii))	Yes / No  Where a Standing Offer Deed exists, as per the Purchase Order							
46.	<b>Liquidated damages payable by Contractor in accordance with clause</b> Error! Reference source not found.: (Clause 13.11)	<p>Where there are no Separable Portions:</p> <p>(a) for the Goods is: <i>\$insert</i> per day</p> <p>(b) for the Services is: <i>\$insert</i> per day</p> <p>Where there are Separable Portions, for each Separable Portion is:</p> <table border="1" data-bbox="619 965 1002 1182"> <thead> <tr> <th data-bbox="619 965 1002 1037">Separable Portion:</th> <th data-bbox="1002 965 1382 1037">Liquidated Damages:</th> </tr> </thead> <tbody> <tr> <td data-bbox="619 1037 1002 1108"> </td> <td data-bbox="1002 1037 1382 1108"> </td> </tr> <tr> <td data-bbox="619 1108 1002 1182"> </td> <td data-bbox="1002 1108 1382 1182"> </td> </tr> </tbody> </table> <p>If nothing is stated, 0.5% of the Contract Price per day</p> <p>Where a Standing Offer Deed exists, as per the Purchase Order. If nothing is stated in the Purchase Order, 0.5% of the Contract Price per day.</p>		Separable Portion:	Liquidated Damages:				
Separable Portion:	Liquidated Damages:								
47.	<b>Cap on liquidated damages:</b> (Clause <b>Error! Reference source not found.</b> )	<p><i>Insert</i> % of the Contract Price</p> <p>(If no amount is specified, 10% of the Contract Price)</p> <p>Where a Standing Offer Deed exists, any higher amount specified in the Purchase Order</p>							
<b>Clause 16 – Limitation of Liability</b>									
48.	<b>Limitation of Liability (Contractor):</b> (Clause 16(a)(ii))	<p>An amount equal to:</p> <p>(a) the Contract Price as adjusted from time to time, including on account of any Variations but without reducing the Contract Price for any amounts deducted under clause 9.11; plus</p> <p>(b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 10.12 and any suspension costs</p>							



		under clause 10.13
49.	<b>Limitation of Liability (Principal):</b> (Clause 16(f))	An amount equal to:  (a) the Contract Price as adjusted from time to time, including on account of any Variations but without reducing the Contract Price for any amounts deducted under clause 9.11; plus  (b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 10.12 and any suspension costs under clause 10.13
<b>Clause 20 – Miscellaneous</b>		
50.	<b>Address for Service: Email</b> (Clause 20.1(a)(ii)A)	Email address for notices:  Principal’s Representative:  Contractor’s Representative:  (Where a Standing Offer Deed exists, as per the Purchase Order.)
51.	<b>Address for service: Notices sent by electronic portal</b> (Clause 20.1(a)(ii)B)	Are all notices to be issued by electronic portal instead of by email: <u>yes/no</u>  If yes, all notices are to be issued by means of [Aconex]  If nothing is stated, no  (Where a Standing Offer Deed exists, as per the Purchase Order. If nothing stated in the Purchase Order, no)



**Part 3 of the Request for Quotation - Options schedule for the General Conditions of Contract**

If nothing is stated below, no Options apply.

<b>OPTION 1</b>	
<b>Description:</b>	
<b>Adjustment to Contract Price:</b>	
<b>Last date or end of period for exercising the Option:</b>	
<b>Amendments to Statement of Work:</b>	
<b>Other Contract amendments:</b>	

<b>OPTION 2</b>	
<b>Description:</b>	
<b>Adjustment to Contract Price:</b>	
<b>Last date or end of period for exercising the Option:</b>	
<b>Amendments to Statement of Work:</b>	
<b>Other Contract amendments:</b>	



**Part 4 of the Request for Quotation - Execution by the Contractor's Representative of original Quotation**

**Submitted by the Contractor's Representative:**

*[Contractor to complete]*

**Name:**

**Signature:**

**Date:**





## Attachment 1 to the Request for Quotation - Statement of Work

***[Hunter Water to insert Statement of Work detailing specific requirements for the Works, Goods and/or Services, Maintenance Services or Professional Services to be provided under the specific Contract. These requirements are in addition to the requirements in the Statement of Work in Exhibit A of the General Conditions]***

(If nothing is attached, the Statement of Work in Exhibit A of the General Conditions applies.) |



## Annexure D - KPIs

***[Hunter Water to insert any KPIs in addition to those in the Appendix]***

(If nothing is attached, the only KPIs are those specified in Schedule 8 of the Appendix). |



## Annexure E - General Conditions

[See attached.]