



SAHT: <PROGRAM>

..... Copy: / 2

Tender: SAHA 1###-#: <Location>

Contract Date:

..... / / 2023

Part C

Contract Agreement (proposed)

Australian Standard AS 2124:1992

Tender: SAHA-1###-#

-BETWEEN-

SOUTH AUSTRALIAN HOUSING TRUST
(trading as SA HOUSING AUTHORITY)

A B N: 17 545 435 789

("Principal")

-AND-

<BUILDER REGISTERED NAME>

(trading as <Builder Name if applicable>)

A B N: ## ### ### ###

("Contractor")

-FOR-

Construction of # houses at <Location>

This template is subject to change prior the release of a tender.

The form of contract that will be entered into with the Principal is:

Part 1: Formal Instrument of Agreement
and
Part 2: Australian Standard AS 2124:1992 General Conditions and Annexures (Part A and B)
and
Addendums (where applicable):

Approved Form of Unconditional Undertaking.....	Addendum A
The Principal's Building Calendars - 2023.....	Addendum B
Dwelling and Sites Schedule and Prices.....	Addendum C
Progress Stages Schedule – Single Storey (Bank Guarantee)	Addendum D
Progress Stages Schedule – Townhouses (Bank Guarantee)	Addendum D
Progress Stages Schedule – Apartments (Bank Guarantee)	Addendum D
Mandatory Notification Stages for Inspections	Addendum E
Contractor's Construction Program Schedule	Addendum F
South Australian Housing Trust Code of Conduct for Contractors.....	Addendum G
Employment Pathways Apprenticeship Program.....	Addendum H
Contractor's Solvency Statutory Declaration.....	Addendum I
Payments Statutory Declaration (template).....	Addendum J
Contractor's Standard Industry Participation Plan (SIPP).....	Addendum K
Contractor's Performance Report Form (template).....	Addendum L

Part 3: Annexures

Part B - Specification documents

Part D – Contractor's Part D Response document/s

Conditions Precedent documents, including copies of:

- Letter of Award, Bank Guarantee, Development Approvals, Insurance Certificates, Notification of Possession of Site and other correspondence or relevant documentation etc

Notes:

Accessing a copy of Australian Standard AS 2124:1992 is the Tenderer's / Contractor's Supplier's responsibility.

NOTE 1 (for this template):

Contents of this proposed Part C Contract agreement as HIGHLIGHTED IN GREEN are completed by the Authority with specific details prior being issued with the tender.

NOTE 2:

Contents of the proposed Part C Contract agreement as HIGHLIGHTED IN YELLOW are for completion once the contract is awarded and prior execution.

PART 1

FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made: day of 2023

BETWEEN

SOUTH AUSTRALIAN HOUSING TRUST (ABN: 17 545 435 789)

trading as SA Housing Authority

Level 5, Riverside Building, North Terrace, Adelaide SA 5000

("Principal")

AND

<Builder Registered and Trading Name>	BLD <####>
<Builder Registered Street Address>	A B N ## ### ### ###
<Suburb> South Australia, <5###>	A C N ### ### ###

("Contractor")

IT IS AGREED that this Formal Instrument of Agreement together with the appended and annexed documents listed as follows in order of precedence shall together constitute the contract between the parties for the delivery of the # <type> dwellings at Lots<full address>, South Australia, listed in Addendum C - DWELLING AND SITES SCHEDULE AND PRICES.

Annexure	Description
Part 1	Part C - Formal Instrument of Agreement
Part 2	Part C- General Conditions of Contract Australian Standard AS 2124 – 1992 & Associated Annexures A & B Part C – Addendums
Part 3	Part B Technical Specifications, including Drawings & Scope of Works and all associated attachments from the project superintendent, including any Addendums issued; specification and/or tender clarifications Part D Tender response, including all documents submitted Price, Industry Participation Plan and any evaluation Clarifications as final offer/s. Letter of Award of Tender and Solvency Statutory Declaration Bank Guarantee copy Certificate of Currency of Contractors Insurances Development / Statutory Approvals Possession of Site Notice Other relevant communications and or documents

IT IS FURTHER AGREED that in consideration of the Contractor executing and completing the services under the contract in accordance with the requirements of the contract, the Principal shall pay the Contractor the contract sum stated below (\$.....) subject to any adjustment provided for in the Contract.

ITEM

A. Tender Lump Sum (excluding GST) \$

B. Provisional Sum (excluding GST) \$

Tender Sum (excluding GST) A + B \$

GST \$

Tender total (including GST) \$

EXECUTED AS AN AGREEMENT

Signed for and on behalf of the SOUTH AUSTRALIAN HOUSING TRUST by a person duly authorised in that regard:

Authorised signatory

Position:

Witnessed By (signature):

Name (print name):

SIGNED for and on behalf of <Builder registered and trading Name in Full> ("Contractor") (ABN ## ### ### ###) by a duly authorised officer in accordance to section 126 of the Corporations Act 2001 (Cth) in the presence of:

Authorised Signatory)

Print Name)

Witnessed By (signature):)

Name (print name):)

Contractor Signed Date:/...../.....

PART 2: AS 2124:1992**ANNEXURE to the Australian Standard
General Conditions of Contract****PART A**

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (Clause 1)	South Australia
Payments under the Contract shall be made at: (Clause 1)	Adelaide, South Australia
The Principal: (Clause 2)	South Australian Housing Trust (ABN 17 545 435 789)
The address of the Principal:	Level 5 Riverside Building North Terrace Adelaide SA 5000
The Superintendent: (Clause 2)	South Australian Housing Trust (ABN 17 545 435 789)
	Contact: <Insert name> <Email Address>.....@sa.gov.au <Phone Number>
The address of the Superintendent:	Level 5 Riverside Building North Terrace Adelaide SA 5000
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	No limits of accuracy apply
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 2
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Not applicable
Contractor shall provide security in the amount of: (Clause 5.2)	5% of the Contract Sum (GST included) in the form of one Unconditional and irrevocable Bank Guarantee. The Bank Guarantee will not have a sunset clause or expiry date/time. No progress payments will be paid until the Principal has received the Bank Guarantee. The guarantee will be released following expiry of

	the Defects Liability Period and subject to all contract terms being met.
Principal shall provide security in the amount of: (Clause 5.2)	The Principal shall not provide security.
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	5 days
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	Nil. The Bank Guarantee shall be released following expiry of the Defects Liability Period and subject to all contract terms being met.
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	An electronic copy of the Agreement inclusive of the Instrument of Agreement and all the Appendices as the full contract agreement; and provided to the Contractor following the Date of Possession of Site Notice being issued.
The number of copies to be supplied by the Contractor: (Clause 8.4)	1 copy of any documents requested by the Principal, in electronic format.
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	14 days
Work which cannot be subcontracted without approval: (Clause 9.2)	All
The percentage for profit and attendance: (Clause 11(b))	10%
The amount or percentage for profit and attendance: (Clause 11(c))	Nil
Insurance of the Works—the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	Not Applicable
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	10% of the Contract Sum

The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
The additional amount or percentage: (Clause 18(v))	Nil
Public & Product Liability Insurance—the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20,000,000 for any one occurrence and unlimited in the aggregate
The time for giving possession of the Site: (Clause 27.1)	2 weeks in full on a Monday (or Tuesday after a Monday Public Holiday) from Principal's signature of Contract unless otherwise agreed between the Principal and the Contractor.
The Date for Practical Completion: (Clause 35.2)	## Weeks from date of possession of Site.
Liquidated Damages per day: (Clause 35.6)	\$37 per calendar day and per dwelling
Limit of Liquidated Damages: (Clause 35.7)	No Limit
Bonus per day for early Practical Completion: (Clause 35.8)	Not applicable
Limit of bonus: (Clause 35.8)	Not applicable
Extra costs for Delay or Disruption: (Clause 36)	Not applicable
The Defects Liability Period: (Clause 37)	12 months
The Charge for overheads, profit, etc. for Daywork: (Clause 41(f))	No charge is stated in this Annexure, and so it shall be determined in accordance with clause 41(f).
Times for Payment Claims: (Clause 42.1)	Refer Addendum D
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	Not Applicable
Retention Moneys on: (Clause 42.3)	Not applicable

Unfixed Plant or Materials—the alternative applying: (Clause 42.4)	Alternative 3
The rate of interest on overdue payments: (Clause 42.9)	6% per annum
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	90 days unless otherwise agreed between the Principal and the Contractor
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 2
The person to nominate an arbitrator: (Clause 47.3)	Chairperson of the Institute of Arbitrators and Mediators Australia, South Australian Chapter
Location of arbitration: (Clause 47.3)	South Australia
Compliance with Commonwealth Building Code 2016 (Clause 75)	Not applicable
Compliance with Commonwealth WHS Accreditation Scheme (Clause 76)	Not applicable

**ANNEXURE to the Australian Standard
General Conditions of Contract****PART B**

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard AS 2124:1992.

1. The following Clauses have been deleted from the General Conditions in AS 2124—1992:

Clause 10.5**Clause 35.8**

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124—1992:

Clause 2 ‘Interpretation’

Add the following sentence after line 31 on page 5 of the General Conditions:

“ ‘Business Days’ means any day that is not a Saturday, Sunday or a public holiday under the *Holidays Act 1910 (SA)*.”

Add the following paragraphs after the last paragraph of Clause 2 (ie after line 11 on page 7 of the General Conditions):

“A reference to “include” or “including” means includes, without limitation or including, without limitation, respectively.

A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and any amendments, consolidations, re-enactment or replacements of any of them.

A provision of this Contract is not to be interpreted against the Principal by reason of the fact that the Principal prepared that provision of the Contract.”

Clause 5.3 ‘Form of Security’

Delete the first paragraph of this clause and **substitute** the following new first paragraph:

“The security must be in the form of:

- a) an approved unconditional undertaking from an approved financial institution (“Bank Guarantee”).
The Bank Guarantee shall be in the amount stated in the Annexure. The Bank Guarantee must not have a sunset clause or expiry date or time.

The Contractor agrees that prior to any payment being made for progress on Works under this Contract, the Contractor will have supplied and the Principal will have received the Bank Guarantee that is specified for this Contract in the attached Annexure to AS 2124 – 1992 Part A.”

Clause 6.2 ‘Formal instrument of Agreement’

In the first paragraph, **delete** the words “and shall, within 28 days after the Date of Acceptance of Tender forward it to the Contractor with a request that it be executed”.

Clause 8.1 'Discrepancies'

Add the following additional sentence to the end of the first paragraph of Clause 8.1:

“Subject to any direction given by the Superintendent otherwise, then where an ambiguity or discrepancy exists in relation to the specified quantities, the larger quantity shall prevail over the smaller quantity.”

Clause 9.2 'Subcontracting'

Delete Clause 9.2 and **substitute** the following new Clause 9.2:

“9.2 Subcontracting

For the purposes of this Clause 9.2:

‘subcontract’ means a contract between the Contractor and a third party whereby the third party (in this Clause called ‘subcontractor’) agrees to perform work on the Site, such work comprising part of the work under the Contract; and

‘secondary subcontract’ shall have the meaning ascribed to that term in AS 2545-1993 Subcontract Conditions.

The Contractor shall not without the written approval of the Superintendent, which approval shall not be unreasonably withheld, subcontract or allow a subcontractor to assign or enter into a secondary subcontract for any of the work under the Contract.

With a request for approval, the Contractor shall provide to the Superintendent:

- (a) particulars in writing of the work to be subcontracted and the name and the address of the proposed subcontractor;
- (b) any other information which the Superintendent reasonably requests, including the proposed subcontract documents without prices.

Within 14 days after a request by the Contractor for approval, the Superintendent shall advise the Contractor of approval or the reasons why approval is not given.

Approval may be conditional upon the subcontract including:

- (a) provision that the subcontractor shall not assign or enter into a secondary subcontract for any of the work under the Contract without the consent in writing of the Contractor; and
- (b) provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Principal.

If requested by the Superintendent, the Contractor will promptly remove any subcontractor from the performance of the Works.”

Clause 18 'Insurance of the Works'

Add the following new sentence to the end of the last paragraph of Clause 18 – Alternative 1 (ie line 35 on page 19 of the General Conditions):

“The Principal shall be entitled to any insurance proceeds payable under the policy to the extent of any outstanding obligations owed to it by the Contractor under Clause 16.2, and the rights of the Principal to be paid such amounts as aforesaid shall be paid to the Principal prior to the payment of any monies to the Contractor which may arise pursuant to the terms of the policy.”

Clause 20

Delete Clause 20 and **substitute** the following new Clause 20:

“20 Insurance of Employees and Other Persons

The Contractor must comply with all of its obligations under the *Return to Work Act 2014 (SA)* (in this clause referred to as ‘the Act’) in relation to all employees of the Contractor, and in particular and without limiting the generality of this obligation must:

- (a) be registered by the Return to Work Corporation of South Australia (“ReturnToWorkSA”) as required under the Act;
- (b) pay any levy required to be paid to ReturnToWorkSA under the Act;
- (c) furnish monthly returns to ReturnToWorkSA as required under the Act;
- (d) pay compensation to any injured worker in accordance with the Act.

The Contractor must ensure that any subcontractor complies with its obligations under the Act and any corresponding law in relation to all employees of the subcontractor employed in the work under the Contract.

Furthermore, if the Contractor permits any person to perform work under the Contract for the purposes of obtaining work experience or in any other voluntary capacity, the Contractor shall obtain insurance against liability for death of or injury to those persons. The Contractor shall ensure that every subcontractor is similarly insured.”

Clause 21.1 ‘Proof of Insurance’

Add the following additional sentence to the end of the first paragraph of Clause 21.1:

“The evidence of the insurance must include a Certificate of Currency for each policy of insurance identified in Response Schedule D.

Evidence of insurance coverage as specified in Annexure to AS 2124 – 1992 Part A, Work Cover Registration, and any other relevant documents attached to this document shall comprise of the Contract between the parties and if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

If the Contractor proposes to provide the insurance cover or Work Cover Registration documents following the Contract signing, the Contractor will have provided these documents to the Principal and they will have been received by the Principal, who will need to confirm to the Contractor they are acceptable, prior to any work being commenced on the Site.”

Clause 27.1 ‘Possession of Site’

Delete the second paragraph and **substitute** the following new second paragraph:

“Notwithstanding the provisions of Clause 27.1, if the Contractor is in breach of Clause 21.1 and/or Clause 4 of Addendum H, the Principal may refuse to give the Contractor possession of the Site or any part of the Site until the Contractor has complied with Clause 21.1 and/or Clause 4 of Addendum H.”

Clause 32 'Working Hours'

Delete Clause 32 and substitute the following new Clause 32:

"32. Working Hours and Working Days

The Principal will not require the Contractor to state the working hours. The time for Practical Completion is based on normal industry working hours and the Principal will not be responsible for extra costs incurred by the Contractor choosing to vary hours worked from normal industry working hours.

Should the Contractor elect that working hours shall exceed normal industry working hours, work shall commence no earlier than 7:00am and conclude no later than 6:00pm on Monday through Saturday inclusive and 9:00am and 6:00pm on Sundays and public holidays except where approval to vary these hours has been obtained in writing from the appropriate community representative. A copy of such approval shall be forwarded to the Superintendent.

Superintendence of the Site by the Superintendent will be performed within normal industry working hours.

Working Days are detailed in the Principal's Building Calendar which has been included as **Addendum B**. The Principal's Building Calendar is not to be used to calculate liquidated damages (A30) or the time for giving possession of Site (A28)."

Clause 33.2 'Construction Program'

Delete Clause 33.2 and substitute the following new Clause 33.2:

"33.2 Construction Program

For the purposes of Clause 33, a "Construction Program" is a statement in writing showing the dates by which, or the times within which, the various stages or parts of the work under the Contract are to be executed or completed.

A Construction Program shall not affect rights or obligations in Clause 33.1.

A Construction Program shall be agreed between the Principal and the Contractor and shall apply to all work under the Contract.

The Contractor must apply to the Superintendent, and obtain the Superintendent's approval, to vary the Construction Program.

The Construction Program shall commence from the time the Principal gives the Contractor possession of sufficient of the Site to enable the Contractor to commence work.

The Contractor shall submit work progress reports at monthly intervals or within 7 days of being requested to do so by the Superintendent.

The Contractor shall not, without reasonable cause, depart from –

- (a) a Construction Program included in the Contract; or
- (b) a Construction Program furnished to the Superintendent.

The furnishing of a Construction Program or of a further Construction Program shall not relieve the Contractor of any obligations under the Contract including the obligation to not, without reasonable cause, depart from an earlier Construction Program."

Clause 35.5 'Extension of Time for Practical Completion'

Add the following new sentence to the end of the third paragraph of Clause 35.5 (line 44 on page 28 of the General Conditions):

"The Contractor is not entitled to an extension of time for Practical Completion if the Contractor has not strictly complied with the time constraints for extension of time claims set out in this clause."

Delete Sub clause (b)(ii) in the fourth paragraph of Clause 35.5 (at the top of page 29 of the General Conditions).

Add the following new sentence at the end of the seventh paragraph of Clause 35.5 (line 30 on page 29 of the General Conditions).

"Any claim for an extension of time of less than half a day (four hours) will not be considered."

Amend the wording of lines 39 and 40 on page 29 of the General Conditions by inserting the following words after "Notwithstanding that the Contractor is not entitled to...":

", or has not claimed,".

Clause 36 'Extra costs for Delay or Disruption'

Add the following paragraph after the last paragraph of Clause 36 (ie after line 22 on page 30 of the General Conditions):

"For the purposes of Clause 36, an event referred to in Clause 35.5(b)(i) shall be an event which relates solely to the Contract".

Clause 42.1 'Payment Claims, Certificates, Calculations and Time of Payment'

Add the following paragraph after the fourth paragraph of Clause 42.1 (ie after line 44 on page 33 of the General Conditions):

"Despite any provision in the Contract stating otherwise, the Principal has at least 30 days from receipt of a valid tax invoice to make payments under the Contract."

Clause 42.11 'Recourse for Unpaid Moneys'

Delete Clause 42.11 and **substitute** the following new Clause 42.11:

"42.11 Recourse for Unpaid Moneys

Where the Contractor fails to pay the Principal an amount due and payable under the Contract within the time provided by the Contract or the Contractor fails to pay the Principal any money due otherwise than under the Contract, the Principal may, subject to Clause 5.5, have recourse to retention moneys, if any, and, if those moneys are insufficient, then to security under the Contract and any deficiency remaining may be recovered by the Principal as a debt due and payable."

Clause 44 'Default or Insolvency'

Add the following after paragraph (g) of clause 44.2, and make such other amendments as may be necessary to do so:

- “(h) the Contractor has submitted a Declaration in Relation to Unlawful Collusion which is found to be false in any particular way; and/or the Contractor has submitted a Solvency Statutory Declaration prior to execution of the Contract which is found to be false in any particular way. For the purposes of this clause, the ‘Declaration in Relation to Unlawful Collusion’ means a declaration in relation to unlawful collusion submitted by the Contractor to the Principal in the procurement process preceding this Contract.
- (i) subject to any extensions of time granted pursuant to clause 35.5, if by the date that is **16 weeks** from the date on which the Contractor has been given possession of the Site the total value of payment certificates issued by the Superintendent pursuant to clause 42.1 is less than 55% of the Contract Sum, a substantial breach for the purposes of 44.1 shall be deemed to have occurred.

Clause 46 'Time for Notification of Claims'

Amend the second paragraph of Clause 46.1 (Contractor’s Prescribed Notice), to **delete** “42 days” and **substitute** “28 days”.

Amend clause 46.2 (Time for Disputing Superintendent's Direction), to **delete** “56 days” and **substitute** “28 days”.

TEMPLATE ONLY

3. The following Clauses have been added to those of AS 2124-1992:

Clause 3A 'Conditions Precedent'

The parties have no rights or obligations under this Contract (except this clause 3A) unless the following Conditions Precedent have been either satisfied or waived within 7 days after the Date of Acceptance of Tender ("Condition Precedent Satisfaction Period") or such later date as agreed in writing between the parties:

- (a) the Contractor lodges security in accordance with clause 5 (if required by this Contract); and
- (b) the Contractor effects, and provides to the Principal evidence of (including all evidence described in clause 21.1), the insurances the Contractor is required to effect and maintain under this Contract],

("Conditions Precedent").

Immediately on satisfaction of the Conditions Precedent, this Contract comes into full force and effect and binds the parties.

Where the Contractor is of the opinion that a Conditions Precedent have been satisfied, it must give written notice of that opinion to the Principal.

The satisfaction of any Condition Precedent can only be waived if, and cannot be waived unless, the Principal agrees in writing to waive that Condition Precedent.

If the Conditions Precedent are not satisfied in full, or waived in writing, within the Condition Precedent Satisfaction Period then the Principal may terminate this Agreement by written notice (and, despite any clause of this Contract stating or indicating otherwise, the Principal will not be required to terminate the Contract, or undertake any process, under or pursuant to clause 44 of the Contract to give effect to this provision).

Upon termination by the Principal pursuant to this clause:

- (i) the parties will no longer be bound by the terms of the Contract;
- (ii) the Principal will return any security lodged under this Contract, subject to the right of the Principal to call on any such security; and
- (iii) the Contractor waives any claim against the Principal under or in respect of this Contract or in respect of the reimbursement of costs or expenses or otherwise in connection with the work under the Contract.

Clause 49 'Goods and Services Tax'

49.1 ABN, GST Registration

The Contractor represents that:

- (a) it is registered under the *A New Tax System (Australian Business Number) Act 1999 (Cth)* and that the ABN shown in the Contract is the Contractor's ABN;
- (b) it is registered under the ANTS GST Act; and
- (c) the supply of the Work is a Taxable Supply.

The Contractor acknowledges that should these representations be or become incorrect:

- (i) the Principal may be obliged under the *Taxation Administration Act 1953 (Cth)* to deduct a withholding from the Contract Sum and will not be obliged to gross up the Contract Sum or make any compensation to the Contractor;
- (ii) if the supply of the work is not a Taxable Supply, the Principal is entitled to reduce the Contract Sum by the amount which would have been attributable to GST had the supply

been a Taxable Supply.

49.2 Contract Sum Inclusive of GST

The Contract Sum is inclusive of GST and not subject to adjustment except as expressly provided in this Contract.

49.3 Tax Invoices - Recipient Created

The Principal undertakes and represents that:

- (a) it is registered as a Government Entity under the ANTS GST Act; and
- (b) its ABN is 17 545 435 789;

and is entitled to issue RCTIs in respect of supplies under this Contract.

The Principal must inform the Contractor immediately if it ceases to be registered under the ANTS GST Act or if any undertaking given in the preceding subclause is not performed, or if any representation made in the preceding subclause ceases to be true.

The Contractor undertakes and represents that it is registered under the ANTS GST Act and that its ABN is as shown in the Contract.

The Contractor must inform the Principal immediately if it ceases to be registered under the ANTS GST Act.

The Principal may issue an RCTI in respect of any Taxable Supply under this Contract.

The Contractor must not issue any Tax Invoice in respect of any Taxable Supply under this Contract.

The Principal must issue a copy of any RCTI which it issues under or in respect of this Contract to the Contractor and the Principal must retain the original. Each party is responsible for keeping the original or copy of the RCTI in its possession for the period required under the *Taxation Administration Act 1953 (Cth)*.

The Principal must issue an adjustment note to the Contractor in relation to any adjustment event as defined in the ANTS GST Act.

The Principal must reasonably comply with its obligations under the taxation laws of Australia.

The Principal must not issue a document that would otherwise be a RCTI on or after the date when the Principal or Contractor has failed to comply with any of the requirements of the proposed determination by the Taxation Commissioner.

49.3 Tax Invoice

If any supply under the Contract is a Taxable Supply:

- a) any invoice for payment under the Contract shall be a Tax Invoice, (and any prescribed form of invoice under the Contract is amended accordingly); and
- b) the Principal is not obliged to make payment under the Contract unless the Contractor has provided a Tax Invoice in respect of that payment.

49.4 Definitions

In this Contract:

'ANTS GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

'GST' means the tax imposed by the ANTS GST Act;

'RCTI' means recipient created tax invoice, as defined in the ANTS GST Act;

'Tax Invoice' has the meaning given to it in the ANTS GST Act; and

'Taxable Supply' has the meaning given to it in the ANTS GST Act, and also means any component of a Taxable Supply that is treated as a separate supply under the ANTS GST Act.

Clause 50 'Contractor's Licence'

The Contractor must be licensed in South Australia under the *Building Work Contractors Act 1995 (SA)* to carry out the work under the Contract. The Contractor must ensure that a licensed and registered building work supervisor properly supervises all building work undertaken. All subcontractors used by the Contractor must be licensed under either or both of the *Building Work Contractors Act 1995 (SA)* and the *Plumber, Gas Fitters and Electricians Act 1995 (SA)*, whichever is applicable, to carry out the subcontracted work under the Contract. All of the above licences must be kept current until the completion of the Works.

Clause 51 'Information to Subcontractors, Suppliers and Installers'

The Contractor must advise subcontractors, suppliers and installers of the requirements of AS2124 –1992 General Conditions of Contract and these Annexures.

Clause 52 'Interpretation of Drawings'

The Contractor must check dimensions on Site before proceeding with the work under the Contract.

The Contractor must notify the Superintendent of all errors, omissions or conflict between the drawings, the schedules and the technical specification.

Where the precedence of documents does not resolve conflicting information the Superintendent shall determine which shall apply.

Where an omission in the combined documents relates to work that would reasonably be expected to be undertaken for the satisfactory completion of the type of construction and is in accordance with current industry standards and practices such work must be completed under the Contract.

Clause 53 'Precedence'

Should any ambiguity, discrepancy or inconsistency exist in the Contract documents then the order of precedence for this Contract is as follows:

AS 2124 – 1992 and Annexures A&B
Engineer's Reports
Schedules
Specification
Drawings (larger scale)
Drawings (smaller scale)

Clause 54 'Indemnity of Principal'

The Contractor must indemnify, and keep indemnified the Principal in respect of any claim, demand, action, suit or proceeding that may be brought or made against the Principal by any other person, arising out of or as a consequence of the carrying out by the Contractor of the work under the Contract, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal or employees or agents of the Principal contributed to the claim, demand, action, suit or proceeding.

Clause 55 'Compliance with Ordinances, etc'

If any approval, permit or licence is required in relation to the work under the Contract (including in relation to the plant or machinery to be utilised to carry out the work), then the Contractor must provide any

information, and perform any other act necessary, to obtain and comply with any such approval, permit or licence at the Contractor's expense.

Clause 56 'Commencement of Work'

Despite any other provision in this Contract, and notwithstanding that the Principal has given possession of the Site to the Contractor, the Contractor must not commence work on the Site until:

- (a) the Principal has, by written notice to the Contractor, specified the date on which the Contractor will be given possession of sufficient of the Site to enable the Contractor to commence work, and that date has occurred;
- (b) the Contractor has given the Superintendent 7 days' notice of the date upon which the Contractor proposes to commence work on the Site in accordance with clause 35.1, and that date has arrived;
- (c) the Contractor has
 - documented, submitted to the Principal and implemented a Work Health and Safety (WHS) management plan which complies with the Work Health and Safety Regulations 2012 (SA); and
 - where any safe work method statement is required to be prepared in relation to the work under the Contract under the Work Health and Safety Regulations 2012 (SA), provided the Principal with a copy of such safe work method statements,in accordance with clause 65; and
- (d) the Contractor has provided to the Principal:
 - satisfactory evidence of the security required under this Contract (if any), as stated in Part A of the Annexure;
 - satisfactory evidence of the insurances the Contractor is required to maintain under this Contract set out in Response Schedule D; satisfactory evidence of the Contractor's payment of any levy imposed on the Works by the *Construction Industry Training Fund Act 1993 (SA)*.

Clause 57 'Precautions in Carrying Out Work Under the Contract'

Unless otherwise specified in the Contract, the Contractor shall observe, in the absence of statutory requirement to the contrary, the relevant current Australian Standard published by Standards Australia relating to storage, transport, use of materials, explosives, fire precautions in arc or flame cutting flame heating and arc or gas welding operations, plant and equipment, work processes and safety precautions.

Clause 58 'Interference with Existing Services'

The Contractor shall notify the Superintendent of any connection, disconnection or interference with existing services and shall repair, to the satisfaction of the Superintendent, damage that occurs to services in undertaking the work under the Contract.

Clause 59 'Damaged Services'

Where existing services at or adjacent to the Site are in non-optimum condition, the Contractor shall arrange for an inspection by the Superintendent and or the Officer-in-charge of the area responsible for such service. The Superintendent may issue directions to the Contractor in relation to the condition. The Contractor must make a written record of the condition and the Superintendent's direction, and must comply with that direction.

Clause 60 'Warranties'

The Contractor must ensure that an appropriate manufacturer's warranty period will apply to all component materials and products installed by the Contractor. If and when requested by the Principal, the Contractor

must assign to the Principal the benefit of any or all manufacturer's warranties of component materials and products installed by the Contractor. The Contractor must execute any such documents, procure the execution of any such documents, and do anything necessary or incidental to effect such an assignment.

Clause 61 'Required Documentation'

The Contractor must, prior to the issue of the notice anticipating Practical Completion for the whole or relevant portion of the Works, provide the Superintendent with all relevant certificates of compliance and such other documentation including those set out below:

- a) certificates of planning approval, as appropriate;
- b) engineer's footing inspection certificates;
- c) a licensed surveyor's "as constructed" Identification Survey for each allotment showing such matters required by the Principal;
- d) "As Constructed" Site services layout drawings for all allotments with multiple dwellings (Group Sites). Such drawings must show the installed locations for storm water systems, water supply pipes and valves, gas pipes, electrical reticulation, sewers, and fire mains. "As Constructed" services drawings are not required for houses on individual Torrens Title allotments;
- e) plumbing compliance certificate in accordance with the applicable law;
- f) electricity compliance certificate in accordance with the applicable law;
- g) Gas compliance certificate in accordance with the applicable law;
- h) manufacturers and/or suppliers warranties in respect of termite treatment, hot water units, cooking appliances, roofs, thermal insulation and other materials;
- i) a schedule of finishes;
- j) certificate of clearance of reinstatement of damage to footpaths and road, etc. from the appropriate Road Authority or City Engineer.

Clause 62 'As Constructed Record of Installation'

The Contractor shall provide the Principal with as constructed drawings on marked up site plan showing in-ground installation prior to the issue of the notice anticipating Practical Completion ("As Constructed Record of Installation").

The As Constructed Record of Installation shall record the invert levels of drains and the alignment of other underground services.

Clause 63 'Submission and Format of Tax Invoices'**63.1 Payment claim details and format**

The Contractor must provide payment claims in the form of a Tax Invoice, and each payment claim must include the following information:

- **Invoice number**
- **Project description including address of each dwelling**
- **Principal's Project number and named representative**
- **Claim number & stage reference & percentage of claim**
- **Issue date**

The Tax Invoice for the final progress claim or on any other progress claim on request of the Principal, must be accompanied by the following completed document:

- **Payments Statutory Declaration** (template provided as **Addendum J**).

63.2 Variation claims

The Contractor **must submit separate payment claims for Contract Variations**. Contract Variation payment claims not submitted separately **will not** be processed. The **payment claim must state "Contract Variation Claim"** and display the following:

- **Invoice number**
- **The statement "Contract Variation Claim"**
- **Project description including location for each dwelling**
- **Principal's Project Number and named representative**
- **Variation Claim Number & Principal's approval as an attachment**
- **Issue Date**

For the purposes of this clause, "Contract Variation" means a variation to the Work pursuant to clause 40.

63.3 Original payment claims

The Principal shall only pay against original payment claims that can either be posted to the Principal or attached to an email. Faxed or photocopied payment claims will not be processed. The Tax Invoice must not pre-date the completion of all the works in the stage claim.

63.4 Non-complying claims

A payment claim submitted by the Contractor that does not comply with all the requirements specified in this clause, will be returned to the Contractor and the Contractor must then submit a new payment claim dated at time of issue.

Clause 64 'Ownership and Delivery of Keys'

If requested by the Principal, or if it comprises part of the Works under the Contract, the Contractor must obtain a new key to the Works or other premises in relation to which the Works are being undertaken. Such new keys must be registered in the name of the Principal.

The parties acknowledge that the property in all existing and new keys to the Works or other premises in relation to which the Works are being undertaken belong to the Principal.

The Contractor must deliver any existing or new keys to the Principal on demand by the Principal, regardless of any other legal right or remedy that the Contractor may then have.

Clause 65 'Work Health and Safety'

Unless otherwise stated in the Contract, the Contractor:

- (a) is engaged as principal contractor for the construction project in accordance with regulation 293 of the *Work Health and Safety Regulations 2012 (SA)* ('WHS Regulations 2012 (SA)');
- (b) is authorised to have management and control of the workplace as necessary to enable it to discharge the duties of a principal contractor and of a person having management or control of a workplace;
- (c) must perform the duties of:
 - ***a principal contractor, as specified in the WHS Regulations 2012 (SA), and***
 - ***a person with management or control of a workplace, as specified in the Work Health and Safety Act 2011 (SA) and the WHS Regulations 2012 (SA);***
- (d) must notify the Principal promptly of any matter affecting work, health and safety where consultation with the Principal is necessary;
- (e) must ensure that all workers engaged to perform the work under the Contract have received such training as required under the WHS Regulations 2012 (SA), and maintain records of such training including any records required by the WHS Regulations 2012 (SA).

At least 14 days before starting any work under the Contract, the Contractor must:

- (i) document, submit to the Principal and implement a WHS management plan which complies with the WHS Regulations 2012 (SA);
- (ii) where any safe work method statement is required to be prepared in relation to the work under the Contract under the WHS Regulations 2012 (SA), prepare and provide the Principal with a copy of such safe work method statements.

The Contractor must systematically manage its work, health and safety management processes in accordance with the systems, plans, standards, regulations and codes relevant to work health and safety.

The Contractor must review the safe work method statements as and when required under the WHS Regulations 2012 (SA).

The Contractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under this clause; and must provide to the Principal such information or records of compliance as may be reasonably required.

Clause 66 'Mandatory Notification Stages'

The Contractor must notify the relevant representative of the Principal when the construction stages detailed in the table in **Addendum E** are reached.

Clause 67 'Contractor's Conduct'

In carrying out the Work, the Contractor must:

- (a) ensure that it and its employees, subcontractors, consultants and any other person performing work on behalf of it under the Contract comply with the South Australian Housing Trust Code of Conduct for Contractors set out in **Addendum G**; and
- (b) conduct itself in a manner that does not invite, directly or indirectly, the Principal's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Principal's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

Clause 68 'Construction Industry Training Levy'

The Construction Industry Training Board Levy has been paid by the Principal.

Clause 69 'Industry Participation Policy'

- 69.1 Agencies and private parties contracting to the Government of South Australia are required to comply with the South Australian Industry Participation Policy ("SAIPP") and the supporting procedural and reporting requirements.
- 69.2 The Contractor must implement the Contractor's Industry Participation Plan ("IPP") approved by the Industry Advocate ("IA").
- 69.3 The Contractor must provide an Industry Participation Report ("IPP Report") in the format set out in <http://saipp.sa.gov.au> in respect of each Industry Participation Reporting Period to the Principal within two weeks of the end of each period.
- 69.4 An Industry Participation Reporting Period is:
- (a) the period between the date of this Contract and 6 months after the date of this Contract;
 - (b) each subsequent 6-month period between the date of this Contract and the date of termination or expiry of the Contract;
 - (c) if the Contract ends on a date other than an anniversary of the date of this Contract, the period from the conclusion of the preceding Industry Participation Reporting Period until the date of termination or expiry of the Contract;
 - (d) for short-term projects or of strategic importance to the State, the period notified by the IA to the Contractor in writing; and
 - (e) where the period between the date of this Contract and the date of its termination or expiry is less than 6 months, that period; and
 - (f) as otherwise stipulated by the IA.
- 69.5 The Contractor must attend any meeting scheduled by the IA prior to the date of termination or expiry of the Contract to review how the IPP is being implemented and advanced, and for this purpose, the Contractor must provide all information reasonably requested by the IA. The IA must give the Contractor not less than ten (10) Business Days' notice of any such meeting. For the purposes of this Contract.
- 69.6 The IA may, by written notice require that the Contractor within a reasonable time specified in the notice, provide information or documents to enable the IA to assess the Contractor's compliance with this condition.
- 69.7 If the IA reasonably believes that the Contractor is not complying with the requirements of this condition, the IA may by notice in writing direct that the supply comply with those requirements.
- 69.8 Upon receipt of a notice under clause 69.7, if the Contractor is of the opinion that its noncompliance is reasonable and justified, the Contractor may provide a response to the IA outlining that opinion and the reasons for it.
- 69.9 The Contractor's failure to comply, in whole or in part, with the commitments contained within the IPP will be a factor taken into account in the award of future contracts for the Government of South Australia.
- 69.10 In this clause:
- (a) "Industry Advocate" or "IA" means the person from time to time appointed to the position of Industry Advocate under the *Industry Advocate Act 2017 (SA)*.
 - (b) "IPP" means the Industry Participation Plan submitted by the Contractor in their tender response documents and approved by the IA.

Clause 70 'Ex-Gov Employees and Environmental Care'**70.1 Restriction on Employment of Former South Australian Government Employees**

If the Contractor supplies services to the Principal, the Contractor must not, for the purposes of performing those services, employ or engage any person ("Former Employee") who was formerly a public sector employee and has received a separation package from the Principal, the conditions of which required the Former Employee to refrain from supplying services to the Principal, whether as employee of a contractor or directly as a contractor or consultant, during a period which has not yet expired (the "Limitation Period").

The Limitation Period is typically three (3) years from the date when the Former Employee receives the separation package or pursuant to the terms of an individual's specific separation package.

The term "public sector" has the meaning attributed to it in the *Public Sector Act 2009 (SA)*.

70.2 Environmental Care

The Contractor is encouraged to develop products and processes with due regard for environmental considerations. Environmental care involves the conservation of resources and raw material, priority to value-added products and services, energy efficiency, production of multiple use products, use of recycled materials, and reduction of both waste and waste disposal costs.

Clause 71 'Service of Notice'

Despite anything in clause 7 indicating otherwise, a written notice (and other documents) shall be deemed to have been given and received:

- (a) if addressed or delivered to the relevant address of that person stated in the Contract or last communicated in writing by that person to the person giving the notice; and
- (b) on the earliest date of:
 - if delivered in person, when delivered to the address;
 - if sent by prepaid mail, 3 days after posting;
 - if sent by email, on the date that it is sent, unless the sender received notification that the delivery of the email was unsuccessful, in which case the email will not be deemed to have been given and received.

Clause 72 'Freedom of Information and Disclosure of Contracts'

The Principal may disclose this Contract and/or information in relation to this Contract in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Contractor's obligations under any provisions of this Contract or from the provisions of the *Freedom of Information Act 1991 (SA)*.

The Contractor consents to disclosure by the Principal as set out in this clause.

Clause 73 'State Federal Cooperation on Trade Practices Matters'

The Principal may disclose the Contractor's confidential information to the Australian Competition and Consumer Commission ("ACCC") if the Principal reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the undertaking of the Works under the Contract.

For the purposes of this clause, "Cartel Conduct" means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in the *Competition and Consumer Act 2010 (Cth)*.

Clause 74 'Jurisdiction'

- 74.1 The laws in force in South Australia, including law with respect to capacity to contract and manner of performance, apply to this Contract.
- 74.2 The courts of South Australia have exclusive jurisdiction to determine any proceeding in relation to this Contract.
- 74.3 Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court, and neither the Principal nor the Contractor may apply to transfer any proceedings to another registry of the Federal Court.

Clause 75 'Compliance with Building Code'

75.1 If required in Part A of the Annexure, the Contractor must comply with the requirements of the Commonwealth Building Code 2016.

75.2 In this clause 75:

ABCC	means the body referred to in subsection 29(2) of the Act.
ABC Commissioner	means the Australian Building and Construction Commission referred to in subsection 15(1) of the Act.
Act	means the <i>Building and Construction Industry (Improving Productivity) Act 2016 (Cth)</i> .
Building Code	means the Code for the Tendering and Performance of Building Work 2016, which is available at https://www.legislation.gov.au/Details/F2017C00668 .
Building Contractor	has the same meaning as in the Act.
Building Industry Participant	has the same meaning as in the Act.
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
Enterprise Agreement	has the same meaning as in the <i>Fair Work Act 2009 (Cth)</i> .
Exclusion Sanction	has the same meaning as in subsection 3(3) of the Building Code.
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Sub-subcontractor	means a Building Contractor or Building Industry Participant who has entered, or proposes to enter, into a sub-subcontract with to undertake any of the Works.
Works	means Commonwealth Funded Building Work that is the subject of this Contract.

75.3 The Contractor declares as at the date of commencement of this Contract in relation to the Works, that it:

- (a) is not subject to an Exclusion Sanction; and
- (b) unless approved otherwise by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government.
- (c) is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;

75.4 The Contractor:

- (d) declares as at the date of commencement of this Contract in relation to the Works; and
- (e) must ensure that during the term of this Contract in relation to the Works, that it and its Sub-subcontractors:
 - (i) comply with the Building Code;
 - (ii) will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia

75.5 Without limiting and notwithstanding any other provision of this Contract, the Contractor will ensure that remedial action is taken to rectify any behaviour on the part of it and its Sub-subcontractors that is non-compliant with the Building Code.

75.6 The Contractor must every six months during the term of this Contract advise the Principal whether:

- (f) it has in the preceding 6 months or since it last advised the Principal, whichever is the earliest, had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the *Migration Act 1958 (Cth)*; or
- (g) it has in the preceding 6 months or since it last advised the Principal, whichever is the earliest:
 - (i) been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) to a Building Contractor or Building Industry Participant; or
 - (ii) owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant.

75.7 Compliance with the Building Code does not relieve the Contractor from responsibility to perform this Contract, or from liability for any defect in the Works arising from compliance with the Building Code.

75.8 The Contractor must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working days after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.

75.9 The Contractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its Sub-subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.

75.10 The Contractor must only enter into a sub-subcontract for any of the Works where:

- (h) the Sub-subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code (located in Part 4 in the document titled Model Clauses Type B, available on the ABCC website (www.abcc.gov.au)); and
- (i) the sub-subcontract with the Sub-subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code.

Clause 76 'WHS Accreditation Scheme'

If required in Part A of the Annexure, the Contractor must comply with this clause 76. 76.1 Subject to the exclusions specified in the Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019 ("BCIIPAC Rules"), the Contractor must maintain accreditation under the Australian Government Building and Construction WHS Accreditation Scheme ("the Scheme") established under the *Building and Construction Industry (Improving Productivity) Act 2016 (Cth)* ("BCIIP Act") while building work (as defined in section 6 of the BCIIP Act) is carried out.

76.2 The Contractor must comply with all conditions of the Scheme accreditation.

76.3 If the Contractor engages a builder who will carry out building work (as defined in section 6 of the BCIIP), the Contractor must ensure that the builder is accredited under the Scheme (subject to the exclusions specified in the BCIIPAC Rules) and any building contract entered into with the builder must require the builder to remain accredited under the Scheme whilst carrying out the building work.

76.4 Compliance with the Scheme does not limit or affect the Contractor's obligations under this Contract.

76.5 The Contractor must create and maintain, and must ensure that the builder creates and maintains, adequate records of its compliance with the Scheme in relation to the Works.

Clause 77 'Contractor As Trustee'

77.1 If the Contractor is acting as trustee of a trust, then in relation to this Contract:

77.1.1 the Contractor is liable both personally and in its capacity as a trustee of that trust;

77.1.2 it must not assign, transfer, mortgage, charge, release, waive, encumber or compromise its right of indemnity out of the assets of that trust (but, for the avoidance of doubt, may apply its right of indemnity out of the assets of the trust to any of its liabilities including those arising in relation to this Contract);

77.1.3 it must not retire, resign nor by act or omission effect or facilitate a change to its status as the sole trustee of that trust; and

77.1.4 it represents and warrants that:

- (a) such trust has been duly established and currently exists;
- (b) it is the duly appointed, current and only trustee of that trust and no action has been taken or proposed to be taken to remove it as trustee of that trust;
- (c) as trustee it has the power to enter into and perform its obligations under this Contract;
- (d) it has an unqualified right of indemnity out of the assets of that trust in respect of its obligations and liabilities incurred by it under this Contract and the assets of the trust are sufficient to satisfy that right;
- (e) it either has no conflict of interest affecting it as trustee (and/or its directors, if any) or such conflict is otherwise overcome by the terms of the relevant trust deed; and
- (f) no breach of the relevant trust deed exists or would arise.

TEMPLATE ONLY

ADDENDUM A

APPROVED FORM OF UNCONDITIONAL UNDERTAKING

(Clause 5.3)

At the request of ('the Contractor') and in consideration of ('the Principal') accepting this undertaking in respect of the contract for.....

..... ('the Financial Institution') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate sum of \$.....

(.....)

The undertaking is to continue until notification has been received from the Principal that the sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the whole of the sum or such part as the Principal may require.

Should the Financial Institution be notified in writing, purporting to be signed by for and on behalf of the Principal that the Principal desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Principal forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the sum of \$

(.....)

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder shall immediately cease.

DATED at.....this.....day of.....20.....

ADDENDUM B

THE TRUST'S BUILDING CALENDAR – 2023

OFFICIAL

<u>S.A.H.T. BUILDING CALENDAR</u>																
Only Working Days Indicated																
2023																
16 JANUARY				20 FEBRUARY				22 MARCH								
S				S				S								
M	9	16	23	30	M	6	13	20	27	M	6	13	20	27		
T	10	17	24	31	T	7	14	21	28	T	7	14	21	28		
W	11	18	25		W	1	8	15	22	W	1	8	15	22	29	
TH	12	19	26		TH	2	9	16	23	TH	2	9	16	23	30	
F	13	20	27		F	3	10	17	24	F	3	10	17	24	31	
S					S					S						
17 APRIL				23 MAY				21 JUNE								
S					S					S						
M	3	10	17	24	M	1	8	15	22	29	M	5	12	19	26	
T	4	11	18	25	T	2	9	16	23	30	T	6	13	20	27	
W	5	12	19	26	W	3	10	17	24	31	W	7	14	21	28	
TH	6	13	20	27	TH	4	11	18	25	TH	1	8	15	22	29	
F	7	14	21	28	F	5	12	19	26	F	2	9	16	23	30	
S					S					S						
21 JULY				23 AUGUST				21 SEPTEMBER								
S					S					S						
M	3	10	17	24	31	M	7	14	21	28	M	4	11	18	25	
T	4	11	18	25	T	1	8	15	22	29	T	5	12	19	26	
W	5	12	19	26	W	2	9	16	23	30	W	6	13	20	27	
TH	6	13	20	27	TH	3	10	17	24	31	TH	7	14	21	28	
F	7	14	21	28	F	4	11	18	25	F	1	8	15	22	29	
S					S					S						
21 OCTOBER				22 NOVEMBER				11 DECEMBER								
S					S					S						
M	7	14	21	28	M	6	13	20	27	M	4	11				
T	8	15	22	29	T	7	14	21	28	T	5	12				
W	9	16	23	30	W	1	8	15	22	29	W	6	13			
TH	10	17	24	31	TH	2	9	16	23	30	TH	7	14			
F	11	18	25		F	3	10	17	24	F	1	8	15			
S					S					S						

NOTE: * Calendar is exclusive of - Weekends
 Public Holidays
 Christmas shutdown 2022/2023 of 3 weeks
 19th December 2022 -6th January 2023 inclusive.
 The Trust will not accept Handovers on these days
 * Rostered days off are counted as working days

ADDENDUM C
DWELLING AND SITES SCHEDULE AND PRICES
Individual Dwelling Schedules

Table A: DWELLING PRICE/S AND TOTAL TENDER PRICE (Incl. GST)

– Lots <full address/s>

Job No. Ref:	Lot No.	Address	House Size	Living Area m ² (Approx.)	No. Bedrooms	\$ Tender Price (GST inclusive)
D1	Lot #	Street Address	###m ²	###m ²	#	\$
D1	Lot #	Street Address	###m ²	###m ²	#	\$
D1	Lot #	Street Address	###m ²	###m ²	#	\$
D1	Lot #	Street Address	###m ²	###m ²	#	\$
D1	Lot #	Street Address	###m ²	###m ²	#	\$
etc						
PROJECT / TENDER TOTAL PRICE (GST inclusive):						\$

Tender Price Total Amount described in words below (including GST):

.....

.....

TEMP

BREAKDOWN OF PROPERTY COSTS

Table B: BREAKDOWN OF PROPERTY COSTS

The Supplier's breakdown of the total tender price (as stated above) in the three components, as follows:

Project No. (Dwelling)	Location	1. Footings	2. Siteworks	3. Dwelling	\$ Tender Price (GST inclusive)
D1	<Street Address>	\$.....	\$.....	\$.....	\$.....
D2	Preston Street, Blair Athol	\$.....	\$.....	\$.....	\$.....
D3	Preston Street, Blair Athol	\$.....	\$.....	\$.....	\$.....
D4	Preston Street, Blair Athol	\$.....	\$.....	\$.....	\$.....
D5	Preston Street, Blair Athol	\$.....	\$.....	\$.....	\$.....
etc					
TOTALS		\$.....	\$.....	\$.....	\$.....

NOTES:

- Footing(s)** cost include all works necessary to achieve a concrete slab to finished floor level;
- Siteworks** cost include all works necessary for the whole of site (including common areas) except for the work associated with the dwelling(s) and footing(s).
- Dwelling(s)** cost includes all other costs not included in Footing(s) and Siteworks.

CONSTRUCTION TIMEFRAME CALCULATION

Weeks from Date of Possession of Site for all Houses in the Contract

ADDENDUM D**FULLY DOCUMENTED****SINGLE-STOREY PROGRESS PAYMENT SCHEDULE: with BANK GUARANTEE**

Note: The Principal will issue a payment schedule to the Contractor with a breakdown of actual sums per dwelling, per stage payment per the Contractor's contract sum.

CONSTRUCTION TIMEFRAME: ## Weeks from DPS to Practical Completion for all houses

TABLE 1: Bank Guarantee Schedule

STAGE PAYMENT 1 - 15% <i>ENGINEER Certification (mandatory)</i>	1	Site Set Up – Temporary Fencing, Signs, Scrape site etc
	2	Siteworks – Benching, Cut, Under-Slab Fill
	3	Pre Footings and Slabs – Excavation, Membrane, Reinforcement White Ant Treatment
	4	Plumber 1st Fix – Under-Slab Sewer
	5	Plumber 2nd Fix – Sewer, External Runs and Connection
	6	Footings and Slabs – including Carport
STAGE PAYMENT 2 - 15% <i>BUILDING Certification (mandatory)</i>	7	Wall frames
	8	Roof frames
	9	Windows
STAGE PAYMENT 3 - 25% <i>BUILDING Certification (mandatory)</i> <i>Pursuant to Clause 44.1 Stage 3 works (total ##%) must be completed by ## working weeks from DPS date.</i>	10	Roofing – Covering, Gutters and Downpipes
	11	Brickwork and Render
	12	Plumber Fit Out 3rd Fix – Hot and Cold Water
	13	Electrical 1st Fix
	14	Insulation – Walls
	15	Insulation – Ceilings
	16	Plasterboard – Wall Linings
	17	Plasterboard – Ceiling Linings
	18	Carpenter 2nd Fix
STAGE PAYMENT 4 - 15% <i>BUILDING Certification (mandatory)</i>	19	Tiling and Bath installation
	20	Painting
	21	Fitments – Kitchen Cupboards, Vanity, Linen and Broom cupboard
	22	Plumber Fit Out 4th Fix – Sanitaryware and Tapware
	23	Electrical 2nd Fix – Switches, Board, Connection and Test
	24	Carport – Roller / Lift-up Door
STAGE PAYMENT 5 - 15% <i>Principal Representative Inspection (mandatory)</i>	25	Retaining – Walls / Plinths
	26	Fencing – Front, Boundary, Wing Fence and Gates
	27	Perimeter Paving / Driveway
	28	Plumbing - Stormwater
	29	Rainwater Tank
	30	Clothesline, footpaths, kerbs and loam (to Rear Yard)
STAGE PAYMENT 6 - 15% <i>Principal Representative Inspection (mandatory)</i>	31	Front Yard - preparation for Landscaping (by Others)
	32	Letterbox
	33	Screen Doors
	34	Floor Coverings
	35	Window Blinds (if applicable)
	36	Supply and Install Stove and Hot Water Service (supplied by SAHT)
	37	Handover – Cleaning, Keys and Handover of Documents incl Council issued postal addresses if not previously provided
BANK GUARANTEE RELEASE (5% of Contract Sum) SAHT Rep. Assessment of Defects	38	Bank Guarantee Release – following the end of the Defects Liability Period and subject to compliance with contract terms)

* ##% of the works must be complete within ## weeks of the total construction timeframe (from DPS)– refer **clause 39.1.9**, Item 30 & Appendix 1A.

2-STOREY TOWNHOUSE AND APARTMENTS PROGRESS PAYMENT

SCHEDULE: with BANK GUARANTEE

Note: The Principal will issue a payment schedule to the Contractor with a breakdown of actual sums per dwelling, per stage payment per the Contractor's contract sum.

CONSTRUCTION TIMEFRAME: ## Weeks from DPS to Practical Completion for all houses

CONTRACT PAYMENT 1 - 20% <i>With Engineering Certification</i>	1	Set-Up and Pre-Siteworks – Temp. Fencing, Benching, cut, under-slab fill
	2	Footings and Slab – Excavation, membrane, reinforcement, concrete,
	3	Plumber 1st Fix – Under-slab sewer
	4	Plumber – Sewer, external runs and connection
	5	Garage / Carport Slab
CONTRACT PAYMENT 3 15% <i>With Building Certification</i>	6	Gnd Floor – Structural Framing
	7	Gnd Floor – Wall Framing
	8	Gnd Floor – Windows & External door frames
	9	Gnd Floor – Brickwork
STAGE PAYMENT 4 - 25% <i>BUILDING Certification (mandatory);</i> * ## Weeks Maximum to complete up to commencement of Stage 5: (refer clause 39.1.9 and Item 30 and Appendix 1A)	10	1st Floor – Suspended Floor Framing
	11	1st Floor – Wall Framing
	12	Roof Framing
	13	1st Floor - Windows
	14	1st Floor – Brickwork and Render
	15	Gnd Floor – Render
	16	Roofing – Covering, gutters & downpipes
	CONTRACT PAYMENT 5 20% <i>With Building Certification</i>	17
18		Electrical 1st Fix - Wiring
19		Insulation – Walls & Ceilings
20		Plasterboard – Walls & Ceilings
21		Staircase
22		Carpenter 2nd Fix – Doors, hardware, architraves, skirtings & mouldings
23		Painting
24		Fitments – Kitchen cupboards, vanity, linen and broom cupboard
25		Tiling and Bath installation
CONTRACT PAYMENT 6 20% <i>With Trust Representative Inspection and Acceptance</i>		26
	27	Garage – Roller / lift-up door
	28	Services installation
	29	Stormwater
	30	Perimeter paving / driveway
	31	Fencing – Front, boundary, wing fence and gates
	32	Clothesline, footpaths, kerbs and loam
	33	Plumber 2nd Fix – Sanitaryware and tapware
	34	Electrical 2nd Fix – Switches, board, connection and test
	35	Rainwater Tank
	36	Floor Coverings
	37	Window Blinds
	38	Supply & Install Appliances (Stove & Hot Water Service)
	39	Handover – Cleaning, keys and handover
BANK GUARANTEE RELEASE <i>with Assessment of Defects</i>	40	Bank Guarantee Return / Release - 3 months from Practical Completion (subject to the Builder meeting all contract terms)

* ##% of the works must be complete within ## weeks maximum of the total construction timeframe (from DPS) or the Builder is in default – refer clause 39.1.9, Item 30 & Appendix 1A.

ADDENDUM E**MANDATORY NOTIFICATION STAGES FOR INSPECTIONS**

The Contractor shall notify the relevant representative of the Principal when the following construction stages are reached:

Item	Details of what is to be inspected	Items to be in place	Action	Timing to notify the Principal
Footings - 1st	Inspection of trenches	Under floor fill and trenching	Site Inspection by Engineer	48 hours' notice
Footing - 2nd	Inspection of reinforcing	Reinforcing under floor services	Site inspection by Engineer	48 hours' notice
Wall and Roof Frames	Inspection of framing generally, tie downs, bracing etc		Site inspection by Architect/ Building Inspector/ Engineer/	On completion of frames prior to roofing
First Floor Framing (if applicable)	Inspection of framing generally		Site inspection by Architect/ Building Inspector/ Engineer/	At completion of floor framing and trusses
Party Walls	At commencement of party wall construction	Wall construction	Notify surveyor for survey of party wall Site inspection by Architect/ Building Inspector/ Engineer/	Commencement of party wall brickwork
1st Fix plumbing and electrical	Inspection of first fix plumbing and electrical		Site inspection by Architect/ Building Inspector/ Engineer/	48 hours prior to internal linings
Wet Areas - waterproofing	Inspection of wet area waterproofing	Bathroom and laundry	Site inspection by Architect/ Building Inspector/ Engineer/	Prior to tiling
Perimeter paving	Inspection of damp proof membranes to slab edges	Slab edge damp protection and construction methods		Prior to perimeter paving
Stormwater Disposal	Inspection of damp proof members to slab edges	pipework	Site inspection by Engineer	48 hours' notice
Fire Mains (if required)	Fire mains	pipework	Site inspection by Engineer	48 hours' notice
Practical Completion (Hand Over)	Combined inspection of the work	All the work in the contract	Site Inspection	Practical Completion

ADDENDUM F

CONTRACTOR'S CONSTRUCTION PROGRAM SCHEDULE (Gantt Chart)

<To be attached – as submitted by the Contractor following Award of Tender and approved>

TEMPLATE ONLY

ADDENDUM G

SOUTH AUSTRALIAN HOUSING TRUST

(trading as SA Housing Authority)

CODE OF CONDUCT FOR ALL CONTRACTORS

Note: For this contract, being new construction on SA Housing Authority land, any references in this Code of Conduct to '**Occupants**' (ie Tenants) ONLY APPLIES WHERE:

A) a CONTRACTOR HAS CAUSE TO ENGAGE WITH NEIGHBOURS AND RESIDENTS OF THE SITES UNDER CONSTRUCTION and

B) A CONTRACTOR IS ATTENDING TO DEFECTS at a dwelling following handover of the dwelling.

Introduction

This Code is in line with the SA Housing Authority's requirements for quality service and good tenancy and adjacent residents' relations covering matters such as:

- Effective and productive communication
- Courtesy, propriety and privacy
- Punctuality and confidentiality
- Orderly sequence and successful completion of the Work

The Code applies at all times to people working or visiting SA Housing Authority's properties involving tenants, Occupants and adjacent owners and including:

- Works and Project Managers and their staff
- Contractors and trade contractors
- Suppliers and manufacturers
- SA Housing Authority personnel.

Occupants include families and individuals renting SA Housing Authority's properties and their visitors and friends; and occupants of neighbouring properties to the sites on which construction work is being undertaken.

Principles of Good Conduct

1. Conduct Yourself with the Highest Standard of Honesty and Integrity

Avoid any conduct, which may cause a loss of respect for the worker involved, their employer, the Occupant or the SA Housing Authority.

Be courteous and maintain an objective and fair approach to our activities.

Do not be judgmental or belittle an Occupant for any reason by your attitude, tone of voice or actions.

Honour agreements and undertakings and communicate with the Occupant should you be unable to meet those undertakings.

2. Ensure your Appearance and Dress are Appropriate and meet Community Standards

Comply with Occupational Health Safety and Welfare requirements

Dressing in a manner that would not be likely to offend Occupants such as wearing casual shorts, tank tops and singlets.

Park your vehicle in the street or other designated parking areas.

Seek the Occupant's permission to enter the property before commencing Work.

Treat the Occupant's premises and personal property with due care and respect at all times.

3. Personal Identification and Notice Cards

Ensure that your contractor identification is clearly displayed on your person at all times.

If an Occupant is absent, leave a notice of your visit and request advice from the occupier for a time to re-visit.

Any notice of your visit should be printed and show your name, company, telephone and E-mail address, and state the time date and reason for calling.

4. Privacy, Needs and Expressed Wishes

Give proper notice when work is to be done (eg what day and time, etc).

Do not smoke or consume alcohol and other prohibited substances on the premises.

Comply with reasonable requests of the Occupant in relation to the activities being undertaken (eg staged occupation and access).

Respond to any special needs advising Occupant of probable outcomes (eg use of temporary amenities, etc).

5. Ensure that SA Housing Authority's Properties and Possessions of Occupants are Treated with Due Care

Lock up occupied or unoccupied premises when leaving the site.

Provide similar security should the Occupant leave the site and not return prior to completion of the Work.

Clean up and remove maintenance debris daily, and on completion of the Work (ie do not use Occupant's rubbish bin).

Ensure the Works do not cause any damage to the premises and Occupant's possessions.

Avoid working on the premises in the absence of the Occupant unless you have obtained written permission by the Occupant or the SA Housing Authority.

6. Confidentiality and Public Comment on SA Housing Authority Policies and Practices

Refrain from making personal comments to the Occupant such as their conduct, appearance, ethnic origin or appearance of their home or standard of housekeeping.

Do not disclose any information provided by the SA Housing Authority in relation to the proposed activities, the premises, its Occupants and any special circumstances particularly access to any other party.

All enquiries on maintenance, tendering or general policy or practice must be referred to the local SA Housing Authority office for information and any unnecessary or derogatory comments should be avoided.

Do not pass on hearsay or gossip between residences and adjoining owners.

7. State and Commonwealth Government Legislation

Comply with all Occupational Health, Safety and Welfare, anti-discrimination standards of assistance requirements, and all relevant acts, regulations and guidelines governing work and material standards.

8. On-Site Access and Difficulties between Members of the Public and Contractors / Trade Contractors / Suppliers

Where a builder representative and / or trade contractor is approached by a member / members of the public to access the site, ***the person/s are to be denied access to the site or dwellings under construction for any reason, irrespective of any reason given by the person/s.***

Where a person identifies themselves as a tenant, potential tenant or customer of the SA Housing Authority, refer the persons to make contact with the SA Housing Authority.

In instances of any cause for concern about those person/s details, any form of identity can be noted down as a record.

The builder / contractor must immediately inform the Contractor's supervisor of the incident and in turn the Contractor's supervisor is to inform the Superintendent and pass on any necessary / relevant details about the persons or incident.

9. On-Site Difficulties between Occupants and Trade Contractors

Where a Housing Manager's office phone number is shown on a works order and the notation HSS appears, telephone the Housing Manager for further information.

If you consider that your workers or your equipment are at risk, stop work, do not argue, leave the property, inform the Housing Manager.

If the Occupant requires you to leave the property, even without any valid reason, do so.

10. On-Site Issues or Difficulties between Neighbours and Contractors

Where a neighbouring resident to the site raises any concerns with you, your employees, a contractor or worker, that issue, its details, the resident's details (if received) and actions taken must be reported immediately to the Contractor's supervisor.

The Contractor's supervisor, as the Contractor's representative under the terms of this Contract, must notify the Superintendent of the issue, action taken to date and details that do or may require a resolution.

- If you consider your workers or your equipment are at risk, stop work, do not argue, leave the property, inform the Superintendent.

Do not pass on hearsay or gossip between residences and adjoining owners.

11. Occupant's Services and Facilities

Do not use the Occupant's power, gas or water without permission.

Where permission is given, reimburse the Occupant for costs incurred as agreed with them.

Do not use or seek permission to use the Occupant's telephone, except in case of emergency.

Diversion of calls to the Occupant's telephone service will not be permitted.

Do not use the Occupant's toilet, wash basin, stove, hot water or eat food in the premises without permission.

12. Animals and Pets

Animals and other pets owned by the Occupant and neighbouring residents shall not be antagonised or mistreated by any contractor, employee or trade contractor.

Contractors and sub-contractors shall at all times keep their animals and pets under strict control off site.

13. Conflict of Interest Relevant to any SA Housing Authority Related Issues

Ensure that your personal interests or privileged information are not used when assessing work priorities or standards and that all your decisions are based on fair and reasonable practices.

14. Passive Smoking

In the event of Occupants smoking on the premises, you may ask them to refrain from doing so while you are performing the Work. Should the Occupant ignore or object to your request, you may inform them of your intention to leave the premises and report the matter to the SA Housing Authority. On leaving, you must ensure that the premises and any unfinished work is left in a safe and secure condition.

The provisions of this code of conduct must be brought to the attention and continually reinforced with your staff and trade contractors.

TEMPLATE ONLY

ADDENDUM H

EMPLOYMENT PATHWAYS APPRENTICESHIP PROGRAM

The Contractor shall comply with Option: A B C

1. For the purposes of this Contract:
 - 1.1. "Agreed Number of Apprentices/Trainees" means, where the Contractor has selected Option C in its Part D Supplier Response Form – Employment Pathways Apprenticeship Program, the number of new apprentices or trainees that the Contractor has agreed to employ and that number has been approved by the Principal;
 - 1.2. "Contract of Training" means the training contract between the Contractor and the apprentice or trainee;
 - 1.3. "Host Period Duration" means the applicable host period duration based on the number of dwellings that would be built under the Contract and is specified in the Program Schedule;
 - 1.4. "Minimum Number of Apprentices/Trainees" means the applicable minimum number of apprentices or trainees based on the number of dwellings that would be built under the Contract and is specified in the Program Schedule;
 - 1.5. "Program Schedule" means the following schedule that is only applicable where the Contractor has selected either Option A or Option B in its Part D Supplier Response Form – Employment Pathways Apprenticeship Program:

Number of Dwellings	Minimum Number of Apprentices/Trainees	Host Period Duration (Applies to Option A only)
1 – 5 Dwellings	2 Apprentices	22 weeks
6 - 10 Dwellings	4 Apprentices	27 weeks
11 – 15 Dwellings	6 Apprentices	32 weeks
16 - 20 Dwellings	8 Apprentices	37 weeks
21 - 25 Dwellings	10 Apprentices	42 weeks
26 - 30 Dwellings	12 Apprentices	47 weeks
31 - 35 Dwellings	14 Apprentices	52 weeks

2. Where, in Part D Supplier Response Form – Employment Pathways Apprenticeship Program, the Contractor has selected:

2.1. Option A – the Contractor must:

- 2.1.1. host each of the Minimum Number of Apprentices/Trainees for the Host Period Duration as per the Program Schedule. The Minimum Number of Apprentices/Trainees must be sourced through the Employment Pathways Apprenticeship Program and appointed Group Training Organisation list ("GTO"); and

- 2.1.2. hold a current general public liability insurance policy for not less than \$20 million per occurrence and unlimited in the aggregate and have advised their insurer they are providing work experience to the Minimum Number of Apprentices/Trainees; or
- 2.1.3. be self-insured against their risks, as a large corporation, statutory authority, government department, or government instrumentality on terms equivalent to or not less than the insurance requirement in clause 2.1.2;

2.2. Option B - the Contractor has employed and will continue to employ each of the Minimum Number of Apprentices/Trainees at least until the Date of Practical Completion. Each of the Minimum Number of Apprentices/Trainees must be in their first or second year of their Contract of Training; or

2.3. Option C - the Contractor must employ the Agreed Number of Apprentices/Trainees for their respective training period as specified in their Contracts of Training.

The Contractor must provide evidence that it is complying with this clause 2 whenever requested by the Principal.

3. The Contractor allows the Principal to undertake, and agrees to cooperate with, any audit or investigation which the Principal deems necessary to verify that the Contractor is complying with this Addendum.
4. Within 10 Business Days of the Contractor commencing work and taking possession of the Site under Clause 27.1, the Contractor must provide evidence to the satisfaction of the Principal that:
 - 4.1. where Option A has been selected – the Contractor has a host agreement in place for each of the Minimum Number of Apprentices/Trainees with a GTO;
 - 4.2. where Option B has been selected – the Contractor has employed the Minimum Number of Apprentices/Trainees; or
 - 4.3. where Option C has been selected – the Contractor has begun recruiting the Agreed Number of Apprentices/Trainees.
5. Where Option B or Option C has been selected, the Contractor agrees that all the apprentices or trainees taken on in respect of the created employment positions must be treated as the Contractor's employee in all respects (e.g. salary, insurance, taxes, occupational health and safety, etc.) and will be the responsibility of the Contractor as an employer.
6. The Contractor acknowledges that its failure to comply, in whole or in part, with the commitments contained within this clause may be a factor taken into account in the award of future contracts from the Principal.

ADDENDUM I

CONTRACTOR'S SOLVENCY STATUTORY DECLARATION

<To be attached – as submitted by the Contractor following Award of Tender>

TEMPLATE ONLY

ADDENDUM J

PAYMENT STATUTORY DECLARATION – TEMPLATE*

Refer attached – to be submitted* with Final Payment Progress Claim and as Requested.

**The template as an editable version will be provided to the Contractor on execution of the Contract*

TEMPLATE ONLY

Statutory Declaration

DEFINITIONS

The Principal is:	SOUTH AUSTRALIAN HOUSING TRUST
The Builder is:	»
The Contract:	The contract between the Principal and the Builder
Contract Title:	»
Project/Contract Number (reference):	»
Dated:	» (Date of Contract) between the party identified as the Principal and the party identified as the Builder.
Builder / Supplier / Consultant / Employee	means any entity engaged by the Builder to carry out part of the work under the Contract including a subcontractor, supplier, worker or consultant.

Declaration

Full Name: I »
of »
»

do hereby truly and solemnly declare the following and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1936 (SA):

1. I am a **director, senior executive or project manager** of the Builder and authorised by the Builder to make this statutory declaration on its behalf;
2. I am in a position to make this statutory declaration about the facts attested to.

Remuneration of Builder's employees engaged to carry out work in connection with the Contract

3. All remuneration payable to the Builder's relevant employees for work done in connection with the Contract has been paid and the Builder has made provision for all other benefits accrued in respect of the employees. Relevant employees are those engaged in carrying out the work done in connection with the Contract. Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees and subcontractors.

Workers Compensation Insurance of the Builder's workers

4. All workers compensation insurance premiums payable by the Builder in respect of the work done in connection with the Contract have been paid and the insurance policy is current.

Workers Compensation insurance for workers of Subcontractors

5. The Builder has been given a written statement that all workers compensation insurance premiums payable by each Subcontractor in respect of that work done have been paid and the insurance policy is current.

Payments to Builders

6. Except for amounts identified in the table below, the Builder has paid every Subcontractor all amounts due and payable to each of them as at the date of this statutory declaration with respect to the work or the supply of materials for or in connection with the Contract.
7. The Builder has entered into contracts with Subcontractors in accordance with the prescribed requirements of the Contract and otherwise complied with the provisions relating to Subcontractors.

Subcontract Cash Security

8. All subcontract security held in the form of cash and all cash retentions from Subcontractor payments are held in trust by the Builder. The cash security and retentions are held in trust for whichever party is entitled to them, until payment is made to that party.
9. The Builder is maintaining complete records to account for the cash. The records are available to the relevant Subcontractors and the Principal on request.

Workforce Participation and Skills Development *(cross or delete if not applicable)*

10. The Builder has complied with the requirements under the Contract of the Workforce Participation and Industry Participation policies including all reporting requirements.

Status of Subcontractor Payments

Schedule of subcontractors for which an amount is in dispute and/or has not been paid				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Ref. No: >>

Declaration Date >>

I acknowledge that this declaration is true and correct and I make it with the understanding and believe that a person who makes a false declaration may be guilty of an offence.

Signature of Declarant:

declared at:

Place: »

on»

before me:

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

.....

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

.....

* *"The declaration must be made before one of the following persons:*

1. *where the declaration is sworn within the State of South Australia:*

- (i) a justice of the peace of the State of South Australia;*
- (ii) a solicitor of the Supreme Court of South Australia with a current practising certificate;*
- (iii) a notary public; or*
- (iv) another prescribed person legally authorised to administer an oath under the Oaths Act 1936, or.*

2 *where the declaration is sworn in a place outside the State of South Australia:*

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

ADDENDUM K

CONTRACTOR'S STANDARD INDUSTRY PARTICIPATION PLAN (SIPP)

Contractor's SIPP, as submitted online, assessed and for reporting.

<To be attached – as submitted by the Contractor with Tender and Assessed by the Authority>

TEMPLATE ONLY

ADDENDUM L

CONTRACTOR'S PERFORMANCE REPORT FORM

Template Attached

(for completion at conclusion of Contract)

TEMPLATE ONLY

PERFORMANCE REPORT FORM

SAHA-081 - Prequalification

Contractor Details

Trading name of the Contractor

Contact person

Contact telephone number

Contract Details

Project name / location

Contract description

If sub-contractor work – name of main contractor

Client name

Tender price (value of tender \$000)

Final contract sum (\$000)

Date of acceptance of tender

Date of practical completion (or equivalent)

Performance reports must have been prepared at least three (3) months after project practical completion (or equivalent).

Referee details *(To be completed by the referee ONLY)*

Referee name	<input type="text"/>
	<input type="text"/>
Referee's phone number	<input type="text"/>
Organisation	<input type="text"/>
Referee's role in project	<input type="text"/>

Rating Scale	
E	Outstanding standard of performance (Significantly and consistently above service expectations – best practice)
G	More than meets the required standard of performance (Consistently above specified requirements / service expectations)
S	Meets the required standard of performance (Achieved specified requirements / service expectations)
U	At times did not meet the required standard of performance (Did not consistently achieve specified requirements / service expectations)
P	Does not meet the minimum standard of performance (Failed to achieve specified requirements / service expectations)
+	<u>Plus</u> For E, G or S ratings assessed at high end of the descriptor
-	Minus For U or P ratings assessed at low end of the descriptor
Inclusion of +/- with descriptors is optional	

Please Note: Sections A through to G are to be completed by the referee ONLY, according to the 'Rating Scale' above.

If completing this form online, please select rating from the dropdown menu on the left. If completing manually, please write the letter that corresponds to the applicable rating in the left column.

Section A	Rate the performance of the Contractor on the contract
	Timeliness in dealing with contractual matters including variations
	Accuracy and detailing of claims for contractual variations including extensions of time
	Level of good faith and fair dealing
	Level of cooperation with client and end user
	Responsiveness to communication and requests for information
	Ability to manage unexpected issues or challenges
	Awareness of statutory obligations, including trade practices, consumer affairs and legislation
	Level of compliance in meeting statutory requirements, including trade practices, consumer affairs and training legislations
Section B	Rate the performance of the Contractor on the contract in relation to the contractor's Technical Capability
	Quality of work and compliance with specifications
	Supervision / control of sub-contractors
	Rate of progress (in relation to contract program)
	Sufficient resources (labour)
	Effectiveness of project personnel
	Relevant experience of the site project personnel
Section C	Rate the performance of the Contractor on the contract in relation to the contractor's Financial Capability
	Sufficient resources (materials)
	Payment of accounts – subcontractors and suppliers
Section D	Rate the performance of the Contractor on the contract in relation to the contractor's WH&S on site management
	Safe work practices in evidence
	Effectiveness of site management
	Site initiation process in place

Section E	Did the Contractor implement a Quality Assurance system on the contract works? (Please indicate Yes or No)
Section F	Rate the performance of the Contractor on the contract in relation to implementation of the contractor's Quality Assurance system or Quality Management processes
	Level of implementation and effectiveness of Quality Assurance system or Quality Management processes
	Standard of quality achieved
Section G	Rate the Contractor's use of Best Practice procedures on the contract in relation to the criteria detailed in the Code of Practice
	Effectiveness of practices in achieving a high level of customer service leading to client satisfaction with project outcomes
	Level of implementation of best practice procedures/systems
Section H	Rate the Contractor's compliance against the Employment Pathways Program.
	Level of compliance in maintaining apprenticeships / traineeships by the contractor throughout the contracted period.
	Willingness to comply with reasonable requests by the Authority with regards to the Employment Pathways Program requirements (i.e. provision of documentation, meetings)

<p>Declaration I hereby declare the above to be my assessment of the performance of the contractor</p> <p>Signature of referee _____ Date _____</p>
--

<p>For use on SAHA projects only</p> <p>Performance report has been forwarded to the contractor and opportunity provided for the contractor to note any process issues.</p> <p>Signed _____ Date _____</p>

PART 3 - ANNEXURES

Documents included as the Part 3 Annexures

Attached to finalise the contract on the issue of the
Notification of Date of Possession of Site

- Part B Technical Specifications, including Drawings & Scope of Works and all associated attachments from the project superintendent, including any Addendums issued with the tender
- Part D Tender response documents submitted by the Contractor and including the IPP and any evaluation Clarifications as per final offer/s.
- Letter of Award of Tender
- Certificate of Currency of Contractor's Insurances
- Bank Guarantee *copy*
- Contractor's License Certificate
- Contractor's ACN and ABN registration details
- Schedule of Sub-contractors
- Development / Statutory Approvals
- Possession of Site Notice (clause 57)
- Any other relevant communication/s and / or document/s.

TEMPLATE ONLY