
Minor Physical Works and Services Work-as-Ordered Contract

Conditions of Standing Offer



TfNSW Minor Physical Works and Services

Work-as-Ordered Contract Conditions of Standing Offer

1. Terms of your standing offer

1.1. Your offer

You offer to carry out work or services in accordance with Work Orders issued to you during the Offer Term.

The type of work you may be asked to do under a Work Order is set out in the Specification.

1.2. Your warranty

You warrant that you have the resources, qualifications, competence and experience to comply with any Work Order issued to you during the Offer Term.

1.3. Your acknowledgment

You acknowledge that:

- .1 TfNSW may not issue any Work Orders to you (or, if there is a Panel, to any member of the Panel).
- .2 TfNSW may not need any work or services of the type described in the Specification.
- .3 TfNSW may use other contractors to carry out work or services of the type described in the Specification (this includes, if there is a Panel, going to contractors outside the Panel).
- .4 TfNSW may ask you to quote separately for particular work or services even though you have made this standing offer.
- .5 TfNSW does not have to act fairly in allocating work between members of a Panel.

2. Work Orders

2.1. Form of Work Orders

Work Orders will be substantially in the form set out in the Schedule to this document.

Work Orders may be issued by letter, facsimile or email.

- 2.2. Work Orders are binding
Work Orders once issued are binding on you.
- 2.3. Terms of Work Order
Work Orders incorporate the *Terms for Contracted Work*.
- 2.4. No payment without an Work Order
You will not be paid for work or services unless a Work Order for that work or those services has been issued to you.

3. Termination of Work-as-Ordered Contract

3.1. TfNSW's' right to terminate if not satisfied

TfNSW may terminate the Work-as-Ordered Contract if it is not satisfied with your performance under any Work Order or if it believes that you may not be able to comply with the Work-as-Ordered Contract for any reason.

Before doing so, TfNSW will give you notice of its intention and will allow you at least 14 days to respond.

Termination under this clause does not affect your obligations or entitlements under any Work Order previously issued (but TfNSW may also terminate the specific contract arising under the Work Order if it is entitled to do so under the *Terms for Contracted Work*).

3.2. Termination for insolvency

TfNSW may terminate the Contract and all current Work Orders immediately by written notice if:

- .1 you commit an act of bankruptcy, or
- .2 a resolution is passed or an application is made for your winding up or for the appointment of a liquidator or provisional liquidator, or
- .3 an external administrator is appointed to you, or
- .4 a secured creditor or its agent takes possession of a material part of your assets or undertaking, or
- .5 you enter into an arrangement with your creditors, or
- .6 your business is sold, or
- .7 you are convicted of a criminal offence.

On termination under this clause, you will be paid for work or services properly carried out under a Work Order before termination. However, the amount payable to you will be adjusted to take into account loss or damage suffered or

reasonably likely to be suffered by TfNSW as a consequence of your insolvency or default. TfNSW may recover any short-fall from you as a debt due and payable.

Schedule - Form of Work Order

This Work Order may be in the form of a letter or issued as a stand-alone document.

This document is a Work Order issued under your Work-as-Ordered Contract with TfNSW dated _____ for _____

[insert description of type of work or services to which the standing offer relates e.g. guardrail maintenance]

Under this Work Order, you are requested to carry out the work or services described below ('Contracted Work') on the terms of your Work-as-Ordered Contract and this Work Order.

Contracted Work

[set out the brief for the required Contracted Work or refer to annexed brief]

Other information

[e.g. materials/information to be provided by TfNSW]

Work Order Specific Requirements

[insert details in the table below as relevant for each Work Order]

Contract Clause/Contract Document reference and description	Work Order specific requirements												
<p>Clause 1 - Summary</p> <p>Date for Completion:</p>	<p><i>[insert completion date or dates required for completion of milestone parts of the Contracted Work. Where dates are critical, make this clear]</i></p>												
<p>Clause 5.4.3 – Liquidated damages for delay</p> <p>Amount of liquidated damages for delay in completing by the Date for Completion:</p>	<p>Amount: \$ _____</p> <p>Not applicable.</p> <p><i>[delete whichever is inapplicable]</i></p>												
<p>Clause 5.4.5 – Service credits</p> <p>Service credits for failure to meet performance requirements:</p>	<p>Service Credits shall apply as follows:</p> <table border="1" data-bbox="691 1059 1246 1205"> <thead> <tr> <th>Service Key Result Areas (KRAs)</th> <th>Weighting % (= 100%)</th> <th>Service Credit deduction</th> </tr> </thead> <tbody> <tr> <td>Safety</td> <td>[25%]</td> <td rowspan="4">[Maximum Service Credit deduction is 10% of the fees payable from the relevant invoice for failure to meet KRAs.]</td> </tr> <tr> <td>Environment</td> <td>[25%]</td> </tr> <tr> <td>Quality</td> <td>[25%]</td> </tr> <tr> <td>Time</td> <td>[25%]</td> </tr> </tbody> </table> <p>where 100% weighting results in a 10% reduction in fees.</p> <p>_____</p> <p>Service Credits are not applicable.</p> <p><i>[delete whichever is inapplicable - also refer to service credit section of Contractor Management Plan.]</i></p>	Service Key Result Areas (KRAs)	Weighting % (= 100%)	Service Credit deduction	Safety	[25%]	[Maximum Service Credit deduction is 10% of the fees payable from the relevant invoice for failure to meet KRAs.]	Environment	[25%]	Quality	[25%]	Time	[25%]
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Environment	[25%]												
Quality	[25%]												
Time	[25%]												
<p>Clause 7.16 – Building Code</p>	<p>1) Does the Building Code apply to the Contracted Work as there is Commonwealth funding (above the minimum thresholds specified in Schedule 1 of the Building Code) for the Contracted Work <u>or</u> for the project which the Contracted Work forms part of?</p> <p>Applies / Doesn't apply</p> <p>("Doesn't apply" applies if not filled in. If "Applies" is selected, each Building Code Entity must comply with the Building Code)</p> <p>2) On or after 2 December 2016, has the Contractor or a related entity of the Contractor submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (regardless of whether or not that project was procured by TfNSW or whether or not the</p>												

Contract Clause/Contract Document reference and description	Work Order specific requirements
	<p>Contractor or the Contractor's related entity were successful)?</p> <p>Yes / No</p> <p>('No' applies if this item is not filled in. If "Yes" applies, the Contractor and each of the Contractor's related entities must comply with relevant provisions of the Building Code)</p> <p><i>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</i></p>
<p>Clause 7.18 – Aboriginal Participation</p>	
<p>The NSW Government <i>Policy on Aboriginal Participation in Construction</i> applies:</p>	<p>Yes / No</p> <p><i>[delete whichever is inapplicable, see ECM 5.2.6 for guidance]</i></p>
<p>The Aboriginal Participation Project Category is:</p>	<p>Category <i>[insert number]</i> / Not applicable.</p> <p><i>[delete whichever is inapplicable, see ECM 5.2.6 for guidance]</i></p>
<p>The Contractor is required to submit an Aboriginal Participation Plan and Aboriginal Participation Reports</p>	<p>Yes, at times specified in the Contract/No</p> <p><i>[delete whichever is inapplicable]</i></p>
<p>The Minimum Aboriginal Participation Spend (MAPS) at the date of this Work Order is:</p>	<p>\$ <i>[insert amount]</i> (excl GST) / Not Applicable.</p> <p><i>[delete whichever is inapplicable]</i></p>
<p>Clause 10.2 & Clause 22.3 of G2 - Chain of Responsibility (CoR) Management Plan</p> <p>A supplement to the Contractor's CoR Management Plan, to address the chain of responsibilities risks and issues specific to the</p>	<p>Required/Not Required</p> <p><i>[delete whichever is inapplicable]</i></p>

Contract Clause/Contract Document reference and description	Work Order specific requirements
work or services to be carried out under this Work Order is:.	

Issued by Transport for NSW by:

Signature of issuing officer

Name and position of issuing officer

Date of issue: _____