
Minor Physical Works and Services Term Services Contract

Contract Schedule



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Transport for NSW (TfNSW) Minor Physical Works and Services Term Services Contract Contract Schedule

Item	Clause reference and description	Contract-specific requirements
1	<p>Clause 1 – Summary</p> <p>This Contract is a Term Services Contract.</p>	<p>The Term is: _____.(years/months)</p> <p>The Term starts on _____</p>
2	<p>Clause 3 – Starting Work</p> <p>Security is:</p>	<p>Required. The amount of security is 5% of the Contract Sum. <i>[Might want to specify a security amount or restrict to 5% of the annual Contract Sum]</i></p> <p>Not required <i>[delete whichever is inapplicable]</i></p>
3	<p>Clause 3.1 – Insurer</p> <p>TfNSW's Insurer is:</p>	<p>Self Insurance Corporation of NSW through Insurance and Care NSW (icare) ABN 16 759 382 489 Level 15, 321 Kent Street SYDNEY NSW 2000 Telephone: 61 2 9216 3852 Email: cpai@icare.nsw.gov.au</p>
4	<p>Clause 4 – Quality</p> <p>A quality system is specified:</p>	<p>Yes/No <i>[delete whichever is inapplicable]</i></p>
4A	<p>Clause 4.8 – Contractor Management Plan</p> <p>A Contractor Management Plan must be complied with:</p>	<p>Yes/No <i>[delete whichever is inapplicable]</i></p>
5	<p>Clause 5.2 – Program</p> <p>A program is:</p>	<p>Required/not required <i>[delete whichever is inapplicable]</i></p>
5A	<p>Clause 5.4.4 – Service credits</p> <p>Service credits for for failure to meet performance requirements:</p>	<p>Apply. The details are as follows: Service Credits shall apply as follows:</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
Environment	[25%]	
Quality	[25%]	

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		<table border="1"> <tr> <td data-bbox="815 277 858 293">Time</td> <td data-bbox="967 277 1010 293">[25%]</td> <td data-bbox="1174 277 1334 309">invoice for failure to meet KRAs.]</td> </tr> <tr> <td colspan="3" data-bbox="815 309 1334 327">where 100% weighting results in a 10% reduction in fees.</td> </tr> </table>	Time	[25%]	invoice for failure to meet KRAs.]	where 100% weighting results in a 10% reduction in fees.		
Time	[25%]	invoice for failure to meet KRAs.]						
where 100% weighting results in a 10% reduction in fees.								
		<p data-bbox="842 389 1254 423">Service Credits are not applicable.</p> <p data-bbox="807 439 1410 517"><i>[delete whichever is inapplicable – also refer to service credit section of Contractor Management Plan.]</i></p>						
6	Clause 7.1 The Principal Contractor for the purposes of WHS Laws is	<p data-bbox="842 584 1366 629">Contractor / _____</p> <p data-bbox="842 640 1206 674"><i>[delete whichever is inapplicable]</i></p>						
7	Clause 7.10 – Working times Restrictions on working times:	<p data-bbox="842 707 1334 752">Apply. The permitted working times are:</p> <p data-bbox="842 775 1015 808"><i>[insert details]</i></p> <p data-bbox="842 842 1015 875">Do not apply.</p> <p data-bbox="842 875 1206 909"><i>[delete whichever is inapplicable]</i></p>						
8	Clause 7.15 – Australian Government WHS Accreditation Scheme	<p data-bbox="842 909 1110 943">Applies/Doesn't apply</p> <p data-bbox="842 954 1302 987">("Doesn't apply" applies if not filled in)</p> <p data-bbox="842 999 1410 1055"><i>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</i></p>						

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9	Clause 7.16 – Building Code	<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 or 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 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>
10	Clause 7.18 – Aboriginal Participation	
10A	The NSW Government <i>Policy on Aboriginal Participation in Construction</i> applies	<p>Yes / No</p> <p><i>[delete whichever is inapplicable, see ECM 5.2.6 for guidance]</i></p>
10B	The Aboriginal Participation Project Category is:	<p>Category <i>[insert number]</i> / Not applicable</p> <p><i>[delete whichever is inapplicable, see ECM 5.2.6 for guidance]</i></p>
10C	The Contractor is required to submit an Aboriginal Participation Plan and Aboriginal Participation Reports	<p>Yes, at times specified in the Contract / No</p> <p><i>[delete whichever is inapplicable]</i></p>

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10D	The Minimum Aboriginal Participation Spend (MAPS) at the date of this Agreement is:	\$ [insert amount] (excl GST) / Not applicable <i>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</i>
11	Clause 16.2– TfNSW representative TfNSW's representative is:	<i>[insert name]</i>
12	Clause 19.1 – Insurances you must have	
12A	Workers compensation insurance to cover persons directly or indirectly engaged in the performance of the Contracted Work	Required. As specified in [Item 5 of Schedule 3 to C41 Terms for Contracted Works]
12B	Motor vehicle/mobile plant insurance comprehensive or 3rd party property damage covering all plant equipment and motor vehicles owned or used by you or your subcontractors (whether or not owned by you) in the performance of the Contracted Work. This insurance is in addition to the compulsory third party personal injury (CTP) insurance as required by law.	Required. As specified in [Item 4 of Schedule 3 to C41 Terms for Contracted Works]
12C	Other insurances	Not required. Required: Type _____ Amount: \$ _____ <i>[delete whichever is inapplicable]</i>
13	Clause 19.2 – Principal Arranged Insurance	
13A	Contract Works Insurance	Amount: As specified in [Item 1 of Schedule 3 to C41 Terms for Contracted Works]

Item	Clause reference and description	Contract-specific requirements
13B	Third Party Liability Insurance	Amount: As specified in [Item 2 of Schedule 3 to C41 Terms for Contracted Works]
13C	Professional indemnity insurance	For TfNSW's benefit only
14	Clause 19.2 – Principal Arranged Insurance Excess	
14A	Contract Works Excess <ul style="list-style-type: none"> Contracts up to and including \$5M 	<u>Excess:</u> As specified in [Item 1 of Schedule 3 to C41 Terms for Contracted Works]
14B	Third Party Liability Insurance <ul style="list-style-type: none"> Products Liability Worker to Worker Underground Services All Other Claims 	<u>Excess:</u> As specified in [Item 2 of Schedule 3 to C41 Terms for Contracted Works]
15	Clause 22.5 – Cost adjustment for rise and fall	Applies/Doesn't apply <i>[delete whichever is inapplicable]</i>
16	Clause 22.6 – Cost adjustment for supply of bitumen	Applies/Doesn't apply <i>[delete whichever is inapplicable]</i>
17A	Clause 23.1.1 - Time for submission of Payment Claims (Payment Claim Day)	Day of the month: _____ or if no day is specified, payment claims shall be submitted on the 25th day of the each month
17B	Clause 23.1.2 – Address for service of Payment Claims electronically	The address for service of Payment Claims electronically is:
17	Clause 26 – Warranty on completion The Warranty Period is:	

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18	Clause 32.2 – TfNSW's address for notices	
19	Clause 32.2 – TfNSW representative's address for notices	