



TENDER BOOKLET

FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF MEENIYAN
WETLANDS INDIGENOUS VEGETATION**

TENDER NO. 09-37

MARCH 2010

CONTRACT NAME	Supply and installation of Meeniyian wetlands indigenous vegetation
TENDER No.	09-37
TENDER CLOSING TIME	2:00 p.m.
TENDER CLOSING DATE	Wednesday 31 st March, 2010
FILE NUMBER	931/051/006
Site of Works	1870 South Gippsland Highway, Stony Creek
Superintendent's Representative/ Project Engineer	Graeme Watkins
Date for Practical Completion	For Autumn planting 2010 –June 2011 For Spring planting 2010 –November 2010 For Spring planting 2011 –November 2011
Description of the Works	<ul style="list-style-type: none"> • the supply, planting, establishment and maintenance of indigenous vegetation for Meeniyian sewerage treatment & wetlands, in the duckweed lagoon, wetlands 1 & 2 and the Macrophyte bed. • shaping of topsoil on the internal faces and bases of the wetlands. • the supply, planting, establishment and maintenance of indigenous vegetation in terrestrial area 1. • Water and plant maintenance for 24 months in wetlands 1&2, Macrophyte bed and duck weed pond • Sourcing of plants and seeds from local area. • Site establishment and controls • Installation of habitat including rocks and logs • Pest and weed management of the site • Supply and installation of duck weed containment system • Maintenance of plants in terrestrial area 1 for 12 months
Revision number for contract documentation	0

SOUTH GIPPSLAND WATER

**TENDER BOOKLET FOR SUPPLY, INSTALLATION AND MAINTENANCE OF
MEENIYAN WETLANDS INDIGENOUS VEGETATION**

TENDER NO. 09-37

TENDER BOOKLET

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CONTRACT SERVICES FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF MEENIYAN WETLANDS
INDIGENOUS VEGETATION**

TENDER NO. 09-37

GENERAL NOTES TO TENDER SCHEDULES:

- 1) The Tenderer shall fully complete and submit with his tender all documents and schedules included in this Tender Booklet.
- 2) A tender submitted without all of the required information will be considered incomplete and liable for rejection.

TENDERS CLOSE:

At the office of: South Gippsland Water
14 – 18 Pioneer St
(PO Box 102)
FOSTER VIC 3960

by **2pm on Wednesday 31st March** (or otherwise directed on any Notice to Tenderers that may be issued prior to the above date).

GENERAL CONDITIONS OF TENDERING

NATURE OF TENDER

The tender price submitted in accordance with these conditions shall be for a Lump Sum Contract.

LODGEMENT OF TENDERS

Tenders shall be enclosed in a sealed envelope, marked with the description of the work and tender number, and shall be lodged in the tender box at, or sent by prepaid post to, the place named on the Tender Form by the date and time for closing of tenders.

The Telstra recorded time service shall be used to determine the exact time for physically closing the tender box.

Notwithstanding the previous paragraph, facsimile and/or e-mail tenders received by the date and time for closing of tenders may be admitted for consideration, subject to the submission of an original conforming tender in the form of the 'Tender Form', within 24 hours from the date and time of closing of tenders. Prior notification to the project officer is required for tender submission by facsimile or e-mail to be accepted, with e-mail tenders to be sent to sgwater@sgwater.com.au

Oral tenders will not be received under any circumstances.

TENDER DOCUMENTS

The tender documents shall consist of:

- General Conditions of Tendering;
- Tender Form;
- Australian Standard, AS 2124 – 1992 General conditions of contract (not included).
- Any Specification, Drawings, Schedules and any other document issued by the Principal for the purpose of tendering.

DISCREPANCIES, ERRORS AND OMISSIONS

Should the Tenderer find any discrepancy, error or omission in the tender documents, the Tenderer shall notify the Principal immediately, with the discrepancy, error or omission to be confirmed by the Principal in writing before the closing time for tenders together with the clarification, correction or addenda.

ADDENDA

No explanation or amendment to the tender documents shall be recognised unless in the form of a written addendum issued by the Principal. The Tenderer shall acknowledge with its tender the receipt of each and every addendum to the tender documents issued by the Principal and received by the Tenderer.

TENDERER TO INFORM HIMSELF

The Tenderer shall inform himself of AS 2124 – 1992 General conditions of contract.

SUBMISSION OF TENDER

The tender shall be submitted on the tender form.

The Tenderer shall set forth:

- (a) if the tenderer is an individual - the name in full and address of the person.
- (b) if the tenderer is a firm - the name of the firm and the name in full and address of each director/partner of the firm.
- (c) if the tenderer is a corporation or company - the name of the corporation or company, its registered office, its Australian Company Number and the name in full and address of each director of the corporation or company.

The Tenderer shall include an address for service of notices for the purposes of this tender and any contract arising out of this tender.

The Tenderer shall sign the tender, or if the Tenderer is a corporation or company shall affix its common seal in the manner prescribed by its articles of association or shall otherwise have the tender formally executed.

The Tenderer shall not alter or add to any tender document except as required by these Conditions of Tendering.

The tender shall be for the whole of the work described in the tender documents unless the tender documents provide otherwise.

LODGEMENT DATE

Place for lodgement and closing date and time for lodgement shall be as specified in the Tender Form. The closing date and time may vary only by written notice from the Principal or Superintendent for the contract.

LATE TENDERS

A Tender lodged in the tender box after the closing date for tenders is considered a late tender.

Late tenders will not be accepted.

Late tenders either by e-mail or facsimile will not be considered.

INFORMAL TENDERS

Any tender may be rejected which does not comply with the requirements of, or which contains any provision not required or allowed by, the tender documents.

PREREQUISITES TO ACCEPTANCE

Notwithstanding any other requirements of the tender documents, the Principal may require the Tenderer to submit additional information to allow further consideration of its tender before any tender is accepted.

Should the Tenderer fail to submit any of the information so required by the time stipulated by the Principal the tender may be treated as informal.

TRADE NAMES

When trade or proprietary names, brands, catalogue or reference numbers are specified in the tender documents, they are, unless otherwise stated in the document, intended to set a minimum standard and preference for any particular material or equipment is not intended.

ENQUIRIES REGARDING PROSPECTIVE TENDERERS

Unless prospective tenderers request otherwise, their names will be made available on receipt of apparently bona fide enquiries from interested sub-contractors and suppliers of material.

ACCEPTANCE OF TENDER

The lowest, or any, tender shall not necessarily be accepted and the Principal reserves the right to reinstate tenders if so desired. The Principal need consider no offer unless made in accordance with these General Conditions of Tendering and Tender Conditions of Particular Application; but the Principal may consider any tender which does not so accord, and in particular may consider and agree to proposed amendments or additions to the Contract which may be negotiated by any Tenderer. No unsuccessful Tenderer may claim any redress against the Principal should the Principal permit any amendments or additions to any tender.

A tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance is handed to the Tenderer or is sent by prepaid post to or is left at the address stated in the tender form for service of notices.

COSTS OR EXPENSES

The Principal will not be responsible for any costs or expenses incurred by any Tenderer in preparing or lodging its tender, or in respect of any discussions, negotiations, enquiries or any work undertaken by the Tenderer after its tender is submitted.

TENDER CONDITIONS OF PARTICULAR APPLICATION

TENDER ENQUIRIES

Any enquiries regarding the work for this project should be referred to:

Graeme Watkins
Senior Project Engineer
Phone: (03) 5682 0430
Fax: (03) 5682 1199
E-mail: gwatkins@sgwater.com.au

INSPECTION OF SITE

Tenderers are required to familiarise themselves with the site and the requirement of the tender documents before submitting their tender.

A mandatory site meeting of the site for interested tenders will be held at **10 a.m. Wednesday 17th March, 2010**. Participants are to meet at the corner of Stony Creek Road and South Gippsland Highway.

VALIDITY PERIOD

Tenders shall remain valid for a period of eighty (80) days from the expiration of the date of closing of tenders.

TENDER ASSESSMENT

Tenderers are advised that the following criteria will be used to assess tenders:

- Compliance with the Tender Documents
- Tender Amount
- Provision of Safety and Environmental Work Plans
- Provisional Work Method Statement
- Provisional Construction Program
- Previous experience on similar projects

GST (GOODS AND SERVICES TAX)

The price tendered in the contract is to include GST where applicable, on all costs for goods materials and services.

An Australian Business Number (ABN) should be stated on all invoices and payment claims, otherwise the Corporation will be obliged to deduct holding tax from the payment.

DOCUMENTS TO BE LODGED

The Tenderer shall lodge with its tender completed copies of the following documents:

- Tender Form
- Tender Schedules
- Contractor's key personnel & suppliers
- List of Sub contractors / Consultants
- 2 referees and list of experience from 2 similar previous projects.

ALTERNATIVE PROPOSALS

Any alternative Tender proposals shall be considered.

PAYMENT TO CONTRACTORS

Note to Contractor: Payment Claims will only be processed at a 30 day period interval.
Payments by the Principal will be made strictly in accordance with Clause 42 of AS 2124-1992.

TENDER TIMING

For this project, SGW anticipates the following timelines:

Invitation to tender	Friday 5 th March, 2010
Close of tenders	Wednesday 31 st March, 2010
Acceptance of tender	Friday 23 rd April, 2010
Practical completion (separate dates)	November 2010, 2011

TENDER FORM

**SUPPLY, INSTALLATION AND MAINTENANCE OF MEENIYAN WETLANDS
INDIGENOUS VEGETATION**

TENDER NO. 09-37

To:.....

Rick Szydzik
Project Services Manager
South Gippsland Water
14 – 18 Pioneer Street (PO Box 102)
FOSTER VIC 3960

The Contractor hereby tenders to execute all works required in accordance with the Specification,
Detail Plans, Drawings and Schedule of Prices for:

TENDER LUMP SUM TOTAL AMOUNT (including GST) of
..... (\$

COMPANY NAME:.....

ADDRESS:
.....

TELEPHONE NUMBER:

CONTRACTOR:

SIGNATURE:.....

NAME (PRINT).....

POSITION

DATE.....

WITNESS:

SIGNATURE:.....

NAME (PRINT).....

DATE.....

Schedule A

Information to be provided by the Tenderer

Information to be provided by the Contractor shall be delivered in accordance with the following:

Item name	Requirement	Tenderer details
1. Site establishment (including planting and water management requirements)	For a period of 6 to 12 months prior to planting	
2. Target species	Outline and justify target species that the wetland creation is aiming to attract	
3. Topsoil re-spreading and conditioning of soil for planting to specification requirements	Outline approach and timing to regrading profile to meet the requirements of the target species for wetland 1 and wetland 2	
4. Supply, planting and maintenance of vegetation as detailed in Drawings SMETC0026 to SMETC0032	For a period of 24 months after the completion of each planting In your response, please outline and justify: <ul style="list-style-type: none"> the most appropriate methods of propagating, installing and maintaining plants for each species whether there are species that should be removed or additional species that should be included into the planting palette and why the most appropriate mix (type, number and density of individual species) for each zone and why to achieve the intended outcomes of this tender the most appropriate planting schedule to achieve the desired outcomes of this tender and why 	
5. Habitat	In your response, please outline and justify:	
5.1 Islands	<ul style="list-style-type: none"> how islands will be created 	
5.2 Rocks and logs	<ul style="list-style-type: none"> the selection of logs and rocks, including type, size, source, density and location within wetlands 1 and 2 	
5.3 Management of predators, stock and people	<ul style="list-style-type: none"> how predators, stock and people would be managed 	
6. Experience in similar works.	<ul style="list-style-type: none"> List projects and involvement 	
7. Other		

Schedule B

Schedule of Prices

- B1 The Tenderer shall complete and submit Schedules B with the tender.
The breakdown in Schedule B will be used to enable the Superintendent to utilise this information to assess the progress of works and to determine progress payments under the Contract.
All prices to be in Australian dollars.
- B2 Claims by the Contractor for payments and the value of payments made by the Principal to the Contractor in accordance with the General Conditions of Contract shall be based on the breakdown of the lump sum price of the Tender as stated in the Schedule submitted.
- B3 The Schedule sets out principal sub-sections of the Works. The Tenderer shall distribute the cost of all items among the sub-sections as listed in order that the total of the prices shown shall equal the total of the Tender.
- B4 General obligations, overheads, profit liabilities and the cost of complying with provisions of the General Conditions of Contract, where not separately itemised in the Schedule, shall be deemed to be included in the prices given.
- B5 The Tenderer shall note that provision has not been made for rise and fall of costs in this Tender. A schedule of price variation is not included in the Tender Documents and the lump sum price or rates tendered shall be firm.

CONTRACT SERVICES FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF MEENIYAN WETLANDS
INDIGENOUS VEGETATION
TENDER NO. 09-37**

Schedule of Prices

	Item name	Comments	Units	Quantity	Unit cost (\$)	Total cost (\$)
1.	Site establishment (including planting and water management requirements)		Item			
2.	Additional topsoil re-spreading and conditioning of soil for planting to specification requirements (rate only)		m ²			
2.1	Wetland 1					
2.2	Wetland 2					
2.3	Macrophyte pond					
3.	Supply and planting of vegetation as detailed in Drawings SMETC0029 and SMETC0030					
3.1	Wetland 1 Spring 2010 Spring 2011					
3.2	Wetland 2 Spring 2010 Spring 2011					
3.3	Macrophyte pond Spring 2010					
3.4	External wetland batters Autumn 2010					
3.5	Terrestrial Area 1 Autumn 2010 Autumn 2011					
4.	Maintenance of vegetation as detailed in Drawing SMETC0029					
4.1	Wetland 1 Year 1 Year 2					
4.2	Wetland 2 Year 1 Year 2					
4.3	Macrophyte pond Year 1 Year 2					

4.4	External wetland batters Year 1		
4.5	Terrestrial Area 1 Year 1		
5.	Habitat		
5.1	Islands	Item	
5.2	Rocks and logs	Item	
5.3	Management of predators, stock and people	Item	
6.	Duck weed pond		
6.1	Install floating barriers as specified	Lump sum	
6.2	Supply local duckweed to 80 per cent coverage of pond at top water level	Item	
6.3	Supply duck weed harvester to details provided in tender	Item	
7.	Watering and maintenance of duckweed for 24 months during defects period	Lump sum	
8.	Other maintenance of total works of defect liability period	Lump sum	
Total tender amount (lump sum)			\$ \$

Schedule C

Schedule of Timing Requirements

Stage	Start	End	In this contract
1. Bulk earthworks	November 2009	May 2010	No
2. Pre wetland site establishment	May 2010	May 2010	YES
3. Seed collection	May 2010	March 2011	YES
4. Plant supply for Autumn 2010 planting	May 2010	May 2010	YES
5. Plant supply for Spring 2010 planting	May 2010	August 2010	YES
6. Maintenance of Autumn 2010 planting	May 2010	May 2011	YES
7. Maintenance of Spring 2010 planting	September 2010	August 2012	YES
8. Plant supply for Spring 2011 planting	May 2010	August 2011	YES
9. Maintenance of Spring 2011 planting	September 2011	August 2013	YES

CONTRACT SERVICES FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF MEENIYAN WETLANDS
INDIGENOUS VEGETATION
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SCHEDULE D – SCHEDULE DAY LABOUR RATES

LABOUR	\$ per Hour
Plant Operator	
Truck Driver	
Gardener	
Supervisor	
Labourer	
Other (please specify)	

SCHEDULE E – SCHEDULE OF QUALITY INFORMATION

1.	Do you have an officer responsible for Quality Assurance?	Yes/No
2.	Do you have a Quality Policy?	Yes/No
3.	Do you have documented procedures, inspection & test plans and/or construction and plant checklists?	Yes/No
4.	Do you have an overall Quality System?	Yes/No
5.	If so, based on AS 3901, 3902, 3903 or ISO 9001, 9002 or 9003?
6.	If so, has it been audited?	Yes/No/N.A.
7.	If the answer to question 6 was Yes, please give details of the auditor: Name: Address: Phone:	

CONTRACT SERVICES FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF MEENIYAN WETLANDS
INDIGENOUS VEGETATION
TENDER NO. 09-37**

SCHEDULE F – OCCUPATIONAL HEALTH AND SAFETY CHECKLIST

TO BE PROVIDED BY THE TENDERER	CORPORATION USE ONLY	
	(Evidence provided)	
Has your organisation published an OH&S Policy? (If yes, please attach a copy)	Yes	No
Who, having relevant OH&S qualifications, has been engaged or employed to advise you on OH&S matters? (Include copy of curriculum vitae)	Yes	No
Who is your trained OH&S representative or officer? (Provide details of his/her training).	Yes	No
Provide evidence of Workcover insurance including the premium and industry rate applicable.	Yes	No
What method is used to update OH&S information and maintain an ongoing awareness?	Yes	No
Provide details of your incident notification process or system.	Yes	No
Provide records of OH&S induction and task training that has been provided to employees and sub-contractors.	Yes	No
Provide details of emergency response procedures and employee first aid training.	Yes	No

I of
hereby certify that all of the information provided in response to the above is current, accurate and provided in good faith.

Signed Dated

AS 2124 - 1992

**AUSTRALIAN STANDARD
FORM OF FORMAL INSTRUMENT OF AGREEMENT
(AMENDED)**

AGREEMENT made day of 20

BETWEEN

(called the Contractor)

AND South Gippsland Region Water Corporation
PO Box 102 Foster Victoria 3960

(called the Principal)

IT IS AGREED that the LETTER OF ACCEPTANCE and annexed documents and related drawings shall together comprise the contract (Contract No. 09-37) between the parties AND if the Contractor or Principal is two or more persons then they shall be bound jointly and severally.

Signed by the Contractor

THE COMPANY SEAL OF

..... Director

.....

in the presence of: Director

Signed by the Principal

THE COMMON SEAL of SOUTH GIPPSLAND REGION WATER CORPORATION was
hereunto

affixed on the day of 20..... in the presence of:

..... CHAIRMAN

..... DIRECTOR

..... MANAGING DIRECTOR

AS2124 - 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.

CONTRACT NO. 09-37 SUPPLY, INSTALLATION AND MAINTENANCE OF MEENIYAN WETLANDS INDIGENOUS VEGETATION

The law applicable is that of the State or Territory of: (Clause 1)	Victoria
Payments under the Contract shall be made at: (Clause 1)	14-18 Pioneer Street (PO Box 102) FOSTER Vic 3960
The Principal: (Clause 2)	South Gippsland Region Water Corporation
The address of the Principal:	14-18 Pioneer Street (PO Box 102) FOSTER Vic 3960
The Superintendent: (Clause 2)	Rick Szydzik
Superintendent's Representative: (Clause 24)	Graeme Watkins
The address of the Superintendent:	14-18 Pioneer Street (PO Box 102) FOSTER Vic 3960
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	N.A.
Bill of Quantities – the alternative applying: (Clause 4.1)	N.A.
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	N.A.

Contractor shall provide security in the amount of: (Clause 5.2)	Form: Contractors cheque or Bank Guarantee Amount equal to 5% of Contract Sum
Time for provision of security (Clause 5.4)	Within fourteen days from Letter of Acceptance issued by Principal
Principal shall provide security in the amount of: (Clause 5.2)	Nil.
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	10 days
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	Security 100% Retention Money 0 %
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)	1 copies
The number of copies to be supplied by the Contractor: (Clause 8.4)	1 copies
The time within which the Superintendent must give a direction as to the suitability and return of the Contractor's copies: (Clause 8.4)	21 days
Work which cannot be subcontracted without approval: (Clause 9.2)	Any of the Works of the Contract
The percentage of profit and attendance: (Clause 11(c))	N.A.
Insurance of the Works – the alternative applying: (Clause 18)	Alternative 2
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	N.A.

The assessment for insurance purposes of consultants fees: (Clause 18(iii))	N.A.
The value of materials to be supplied by the Principal: (Clause 18(iv))	N.A.
Public Liability Insurance – the alternative applying: (Clause 19)	Alternative 2
The additional amount or percentage: (Clause 19)	N.A.
The amount of Public Liability Insurance shall not be less than: (Clause 19)	N.A.
The time for giving possession of the site: (Clause 27.1)	14 days from the letter of acceptance from the Principal.
The time for Practical Completion: (Clause 35.2)	November 2011
Liquidated Damages per day: (Clause 35.6)	\$100
Bonus per day for early Practical Completion: (Clause 35.8)	N.A.
Limit of bonus (Clause 35.8)	N.A.
Extra costs for delay or disruption: (Clause 36)	Nil
The Defects Liability Period: (Clause 37)	104 weeks
The charge for overheads, profit etc. for day work: (Clause 41(f))	10 %
Times for Payment Claims: (Clause 42.1)	At the end of each calendar month.
Unfixed plant and materials for which payment claims may be made notwithstanding that they are not incorporated in the works: (Clause 42.1(ii))	N.A.

Retention moneys on: (Clause 42.3)	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 5% of the Contract Sum is held: (b) items on the Site but not yet incorporated in the Works, 50%; (c) items off Site but in Australia 100% (d) Items not in Australia 100% (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract 100%
Unfixed Plant or Materials – the alternative applying: (Clause 42.4)	Alternative 2.
The rate of interest on overdue payments: (Clause 42.9)	10%
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	84 days.
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 2.
The person to nominate an arbitrator: (Clause 47.3)	Chairperson of Institute of Arbitrators and Mediators Australia (IAMA) Melbourne
Location of arbitration: (Clause 47.3)	Victoria.

AS 2124 – 1992

ANNEXURE 2 to the Australian Standard General Conditions of Contract

GST CLAUSE

1. A NEW CLAUSE 2A SHALL BE INSERTED AS FOLLOWS

2A GST

2A.1 Application

This clause only applies to *taxable supplies* under the Contract.

2A.2 GST Definitions

2A.2(a) In this clause:

- (i) “GST” means GST within the meaning of the GST Act.
- (ii) “GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) as it may be amended, supplemented or replaced from time to time.
- (iii) “Contract Amounts” means the Contract Sum and any payments made by the Principal to the Contractor in respect of a variation under clause 40.

2A.2(b) Except where the contrary intention appears, expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.

2A.3 Payment of GST

2A.3(a) Subject to clause 2A.6:

- (i) The Principal will pay the amount of any GST payable in respect of the Contract Amounts on the dates on which the Principal is due to pay the Contractor the Contract Amounts;
- (ii) If a party makes a *taxable supply* which is “a net expense” by virtue of clause 2A.5, then the party liable to pay for the *taxable supply* must also pay the amount of any GST payable in respect of the *taxable supply* on the dates on which the party is liable to pay for the *taxable supply*;
- (iii) If a party makes a *taxable supply* other than a *taxable supply* referred to in clauses 2A.3(a)(i) or (ii), (without limiting the generality of the foregoing, including those goods and services listed in clauses 2A.3(b)(i) – (iv)) then the Contractor must also pay the amount of any GST payable in respect of the *taxable supply* on the date on which a *taxable supply* of the goods or services or money occurs.

2A.3(b) Nothing in clause shall make the Principal liable to pay any GST in respect of:

- (i) (unless the Principal is directly liable to pay for them, and clause 2A.5 applies), the materials, labour, construction or plant or anything else the Contractor uses in the proper performance of the Contractor’s obligations and discharge of the Contractor’s liabilities under clause 29.1 of the Contract, (including, without limiting the generality of the foregoing, any wages, or any payments to sub-contractors); or
- (ii) or the cost to the Contractor in repairing any defects under clause 37; or

- (iii) any payments made by an insurer in respect of an insurance policy taken out by the Contractor under clauses 18, 19, or 20; or
- (iv) any amount expressed as a debt owing by the Contractor to the Principal; or
- (v) any amount owed or any services required to be provided by the Contractor to the Principal as a result of Contractor breaching the terms and conditions of the Contract.

2A.3(c) The Contractor hereby indemnifies the Principal from any liability to pay GST in respect of any of the *taxable supplies* referred to in clauses 2A.3(a)(iii) and 2A.3(b).

2A.4 Consideration GST Exclusive

Unless express provision is made to the contrary:

2A.4(a) The Contract Amounts; and

2A.4(b) Any other consideration payable by a party for a taxable supply made by the other party under the Contract; is the value of the *taxable supply* for which the payment is made, that is, is expressed net of GST.

2A.5 Reimbursement of Expenses

If the Contract requires a party to pay for, reimburse or contribute to any expense or liability (“reimbursable expense”) incurred by the other party (“payee”) to a third party, the amount to be paid, reimbursed or contributed will be the amount of the reimbursable expense net of any input tax credit to which payee is entitled in respect of the reimbursable expense (“net expense”).

2A.6 Tax Invoice

The Principal is not obliged under the Contract to pay the GST on a *taxable supply* to it until it is given a valid *tax invoice* for the supply.

2A.7 Indemnity

The Contractor will indemnify the Principal from any loss of whatsoever nature and howsoever arising (including but not limited to interest and penalties) which the Principal may incur from any GST liability relating to a *taxable supply* for which the Contractor is liable to remit or pay the GST under the Contract.