|  |
| --- |
| User GuidanceThe following document is the Minor Construction Consultancy Services (MCCS) standard form for preparation of a tender document for Construction Consultancy Services up to $50,000.Please refer to buy.nsw website at [*https://buy.nsw.gov.au/categories/construction*](https://buy.nsw.gov.au/categories/construction) to locate all documents referenced throughout this text. Guidance is based on Microsoft 365 Word.Guide NotesThis standard form contains guidance in hidden text, ie:**GUIDE NOTES:**Guide Note examplesIf the Guide Notes are not visible, click on the **Show/Hide** button “¶”.If still not visible, then:**•** Go to Microsoft Word **File/Options** menu;• Select the **Display** tab; then**•** Tick the **Hidden Text** check box and click the **OK** button.This process can also be used to hide guide notes in a finished document.GeneralInsertion PointsEach ‘»’ shows where input is required. Click onto each ‘»’ and overtype.When Completed:1. Remove all Guide Notes manually or by the following steps:**•** On the **Editing** menu click **Replace**, then (if required) **•** Click the **More** button;**•** Click the **Format** button, click on **Font**;**•** Tick the **Hidden** check box and click the **OK** button;**•** Click the **Special** button, click on **Any Character**; then**•** Click the **Replace All** button.2. Delete this **User Guidance**, along with the following **Page Break**.  |

 If required, replace the NSW State logo with an Agency logo



*New South Wales Government*

Minor Construction Consultancy Services

Request for Tender (RFT) Documents

(Standard Version of Request for Tender Documents as at 11 July 2022)

Space

Agreement Name: Agreement Name

RFT No.: RFT No.

The above Agreement name and Agreement no. should autofill. Refer to insertion points section of above user guidance

Insert DATE, TIME AND METHOD OF LODGEMENT

Response Required By:

Insert METHOD OF LODGEMENT (e.g. email address or etender box)

Method of Lodgement:

**Copyright**

Minor Construction Consultancy Services Request for Tender Documents

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NSW Procurement Service Centre

Telephone: 1800 679 289

Email: nswbuy@treasury.nsw.gov.au

Acknowledgments

This General Conditions of Agreement for construction-related Consultancy Services was developed by the Department of Regional NSW - Public Works

Government Codes and Guidelines

Unless noted otherwise, copies of the Codes and Guidelines referred to may be obtained from the Construction Category page on the buy.nsw.gov.au website with address:[*https://buy.nsw.gov.au/categories/construction*](https://buy.nsw.gov.au/categories/construction)

Space

insert the AGREEMENT nAME and REQUEST FOR TENDER nUMBER in the footer.

insert the AGREEMENT nAME and REQUEST FOR TENDER nUMBER in the footer.

The details must match those on the title page.

to update the table of contents:

* Click and highlight the table;
* Press “F9” Key; and
* in the “update table of contents” box select “update entire table”

remember to account for any and all movement of pages.

**TABLE OF CONTENTS**

[CONDITIONS OF TENDERING 1](#_Toc106714991)

[1 Tender Form 2](#_Toc106714992)

[GENERAL CONDITIONS OF AGREEMENT 5](#_Toc106714993)

[1 DEFINITIONS 5](#_Toc106714994)

[2 GENERAL 6](#_Toc106714995)

[3 INSURANCE 6](#_Toc106714996)

[4 INTELLECTUAL PROPERTY 6](#_Toc106714997)

[5 VARIATIONS 6](#_Toc106714998)

[6 TIME FOR COMPLETION 7](#_Toc106714999)

[7 PAYMENT 7](#_Toc106715000)

[8 DISPUTES 7](#_Toc106715001)

[9 TERMINATION BY THE PRINCIPAL 7](#_Toc106715002)

[AGREEMENT INFORMATION 8](#_Toc106715003)

[1 The Principal 8](#_Toc106715004)

[2 Principal’s Authorised Person 8](#_Toc106715005)

[3 The Consultant 8](#_Toc106715006)

[4 Consultant’s Authorised Person 8](#_Toc106715007)

[5 Time to complete the Services 8](#_Toc106715008)

[6 Agreement Price at Date of Agreement 9](#_Toc106715009)

[DESCRIPTION OF THE SERVICES 10](#_Toc106715010)

[1 BACKGROUND 10](#_Toc106715011)

[2 DESCRIPTION OF THE SERVICES 10](#_Toc106715012)

[3 PROJECT BUDGET 11](#_Toc106715013)

[4 MEETINGS 11](#_Toc106715014)

[5 RELEVANT INFORMATION 11](#_Toc106715015)

[6 STANDARDS AND GUIDELINES 11](#_Toc106715016)

[7 PREPARATION OF RFT DOCUMENTS 12](#_Toc106715017)

[ANNEXURES 13](#_Toc106715018)

**CONDITIONS OF TENDERING**

1. **Contact Person**: Refer requests for information concerning this Request for Tenders to the Authorised Person nominated in the General Conditions of Agreement- Agreement Information.
2. **Submission of Tender**: Complete and lodge by the date, time and method stated in the Title Page, the following documents and information:
* Tender Response Form

include the following if payment will be on THE BASIS OF A lump sum FEE. otherwise delete

* Lump Sum Fee

include the following if payment will be on THE BASIS OF AN UPPER LIMIT time basED FEE. otherwise delete

* Upper Limit Time Based Fee

Delete the following, if not required

* Estimates of reimbursable expenses not included in the fee
1. The NSW Government’s Supplier Code of Conduct (NSW Code), the NSW Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) and the NSW Government Procurement Policy Framework apply to this tender. By submitting a tender, the tenderer warrants it is not precluded from entering an Agreement and accepting the work under the Agreement (if successful) and agrees that it will be taken to have read and understood and that it will comply with, the NSW Code and NSW Guidelines.
2. Fees, rates and other amounts in this tender must include GST if it is payable. The Tenderer must advise if they will not be registered for GST if the Agreement is entered into.
3. In evaluating this tender, the Principal may take into consideration factors including, but not limited to: price; delivery time; quality offered; previous performance; experience; capability.
4. The Principal is not bound to accept a tender.
5. No tender is accepted unless the Principal gives an acceptance or formal agreement in writing.
6. These Conditions of Tendering do not form part of any Agreement awarded as a result of this tender process.
7. Details of this tender and the outcome of the tender process will be disclosed in accordance with the Government Information (Public Access) Act 2009 (NSW).
8. By submitting a tender, the tenderer authorises the Principal to gather, assess and communicate to NSW Government agencies or local government authorities’ information about the tenderer’s financial position and the tenderer’s performance in respect of any Agreement awarded as a result of this tender process. Such information may be used in considering whether to offer the tenderer future tendering opportunities.
9. Fill in details where “»” is shown.

## **Tender Form**

#### **Tender Lodgement Location**

Insert the CONTACT PERSON name and email of the tender lodgement Location

|  |  |
| --- | --- |
| Contact Name: | » |
| Email | » |

#### **Tenderer’s details**

|  |  |
| --- | --- |
| Name:(in block letters) | ………………………………………………………….……..........…………………………………………………………….………..........……ABN ...………………….…………………………….….……..........…. |
|  |  |
| Address: | ……………………………………………………….……………..........………………………………………………………….………..........… |
|  |  |
| Telephone number: | …………………………..   |
| Email address: | ………………………………………………………….……..........…… |
|  | hereby tender(s) to perform the work for: |

#### **Tender Details**

Insert the Agreement Name and number.

Include the type of work and location.

Ensure that the details are as stated on the rft title page.

|  |  |
| --- | --- |
| Agreement Name: | » Agreement Name»  |
| RFT Number: | »RFT No. |
|  | in accordance with the following documents: |

amend the following List to include all rft documents & list what is in each annexure (Drawings, Documents for Informatiion, Reports etc)

|  |  |
| --- | --- |
|  | **Conditions of Tendering****Tender Schedules** **General Conditions of Agreement****Description of Services****Annexure**  |

#### **Tenderer’s Offer**

use Option 1 or 2 and delete the option not used.

* Use Option 1 when the fee will be a lump sum.
* Use Option 2 when an upper limit time BASED FEE will be used.

Option 1

|  |
| --- |
| **For the Lump Sum Fee of:** |
| (*in words*) …………………………………………………….…………………………………………………… |
| ($……………………………………………) including GST. |

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| --- | --- | --- |
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|  |  |  |
|  |  |  |
| Signed for the Tenderer by: | ................................................................................... | Date: ....../....../...... |
| Name (in block letters): | ................................................................................... | (Authorised Officer) |
| In the Officer Bearer capacity of: | ....................................................................................................................... |

End of Option 1

**For the Upper Limit Time Based Fee** being the estimated fee determined as per the following Schedule of Rates:

Option 2

Add Rows to table, if required

|  |  |  |  |
| --- | --- | --- | --- |
| Personnel | Hourly Rate ($) | Estimated No of Hours | Estimated fee ($)(GST Inclusive) |
| ........................................ | $.............. | .................. | $ ..................... |
| ....................................... | $.............. | ................... | $ ..................... |
| ....................................... | $.............. | ................... | $ ..................... |
| ....................................... | $.............. | ................... | $ ..................... |
| Upper Limit Time Based Fee(GST Inclusive) to the maximum amount of | $ ..................... |

Reimbursable Expenses

|  |  |
| --- | --- |
| Item | Estimated cost ($)(GST Inclusive) |
| .......................................................................................................................... | $ ..................... |
| ........................................................................................................................... | $ ..................... |
| ......................................................................................................................... | $ ..................... |
| Total Estimated Cost of Reimbursable Expenses (GST Inclusive)  | $ ..................... |

Delete Reimbursable expenses table when Conditions of Tendering clause t2 has been deleted.

|  |  |  |
| --- | --- | --- |
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|  |  |  |
|  |  |  |
| Signed for the Tenderer by: | ................................................................................... | Date: ....../....../...... |
| Name (in block letters): | ................................................................................... | (Authorised Officer) |
| In the Officer Bearer capacity of: | ....................................................................................................................... |

End of Option 2

GENERAL CONDITIONS OF AGREEMENT

These general conditions of Agreement must not be changed without the approval of the relevant senior manager in the responsible agency.

1. DEFINITIONS

 Except where the context requires otherwise, the definitions in this Agreement are:

|  |  |  |
| --- | --- | --- |
| ***Agreement*** |  | the agreement between the Parties for the performance of the Services as set out in the Agreement Documents;  |
| ***Agreement Documents*** |  | the following documents:1. the documents prepared by the Principal for the Agreement and provided to the Consultant;
2. the tender submitted by the Consultant, as accepted by the Principal; and
3. any amendments to the documents in (a) and (b) agreed to by the Parties or made under the Agreement;
 |
| ***Agreement Price*** |  | where the Principal accepted only a lump sum, the lump sum; orwhere the Principal accepted rates, the sum of the products of the quantity and the relevant rate for each item in the Schedule of Rates; |
| ***Business Day*** |  | any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December; |
| ***Completion*** |  | completion is achieved when the Consultant has provided all the required documents and services; |
| ***Consultant’s Authorised Person*** |  | the person stated in the Agreement Information who is appointed by the Consultant to act with its full authority in all matters relating to the Agreement; |
| ***Principal’s Authorised Person*** |  | the person stated in the Agreement Information, who is appointed by the Principal to act with its full authority in all matters to the Agreement; |
| ***Services*** |  | the whole of the work and services to be carried out by the Consultant under the Agreement. |
| ***Variation*** |  | means a change to the Services; |

1. GENERAL
	* 1. The NSW Government’s Supplier Code of Conduct (NSW Code) apply to the Agreement.
		2. The Parties consent for notices and communications to be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).
		3. The Consultant is responsible for determining the location and type of all existing services and public utilities, both above and below ground. Where an existing service is damaged by the Consultant for any reason whatsoever, the Consultant must bear all costs and any delays for repairing the service (where it is to be continued) or disconnecting it (where it is to be abandoned).
		4. The Parties may change the terms and conditions of this Agreement by written agreement.
2. INSURANCE
	* 1. The Consultant must maintain the following policies:
			1. Professional Indemnity insurance with a minimum indemnity limit of $5,000,000;
			2. Public Liability insurance in the joint names of the Consultant and the Principal for at least $10,000,000. Note that it is adequate if you hold an annual policy that covers the Principal in general terms (not necessarily naming the Principal);
			3. if the Consultant is not a sole trader, insurance covering Workers’ Compensation and related liability in accordance with the requirements of the *Workers Compensation Act 1987* (NSW); and
			4. if the Consultant is unable to obtain Workers’ Compensation insurance because the Consultant is a sole trader or partnership, the Consultant must hold appropriate personal accident insurance.
		2. The Consultant is responsible for making and managing any insurance claims and meeting the cost of any deductions.
3. INTELLECTUAL PROPERTY
	* 1. Title to and intellectual property in, or in relation to work under, the Agreement vests in the Principal upon its creation.
4. VARIATIONS
	* 1. The Consultant is not to change the Services without an instruction or written acceptance from the Principal.
		2. The Consultant is to submit a proposal for a Variation within 10 Business Days after receiving a request from the Principal to do so.
		3. Within 10 Business Days after receiving the Consultant’s proposal for a Variation, the Principal is to notify the Consultant in writing whether or not the proposal is accepted.
5. TIME FOR COMPLETION
	* 1. The time for Completion is as stated in the Agreement Information.
		2. The Consultant is to notify the Principal if it expects to be delayed in reaching Completion.
		3. The Consultant may seek an extension of time if it will be delayed in reaching Completion. The Principal may extend the time for Completion for any reason.
6. PAYMENT
	* 1. Payment of the fee will be on the basis accepted by the Principal.
		2. Reimbursable expenses will be reimbursed at cost.
		3. The Consultant is to give a written Payment Claim to the Principal for completed work on the first business day of each calendar month. The payment claim is to be provided to the Authorised Person at the email address shown in the Agreement Information.
		4. Quantities of work set out in any Schedule of Rates are estimates only. The Consultant is responsible for providing evidence of the quantities actually carried out.
		5. With each payment claim, the Consultant is to give to the Principal a completed and true Supporting Statement and a completed and true Subcontractor’s Statement in the form described at **Annexure 1** to these General Conditions, executed as at the date of the payment claim.
		6. Within 10 Business Days after receipt of the Consultant’s payment claim, the Principal is to provide to the Consultant a payment schedule identifying the payment claim to which it relates and stating the payment, if any, that the Principal will be making. If the payment is to be less than the amount claimed by the Consultant, the payment schedule is to indicate why it is less.
		7. Payment by the Principal is to be made within 15 Business Days after the date the Consultant’s payment claim was served.
		8. Payment is not evidence of the value of work, or that the work is satisfactory, or an admission of liability, but is payment on account only.
7. DISPUTES
	* 1. If a Party is dissatisfied with an act or omission of the other Party in connection with the Agreement then, within 20 business Days after the act or omission, the dissatisfied Party is to notify the other Party in writing of a dispute. The notification is to include the legal and factual basis of the dispute.
		2. The Parties are to confer to try to resolve the dispute. If the dispute is not resolved within 42 Business Days then the Parties are to attempt to agree upon an independent Expert to resolve the dispute and the terms for the Expert’s engagement. If the Parties cannot agree on an Expert within a further 20 Business Days then either Party may commence legal proceedings.
8. TERMINATION BY THE PRINCIPAL
	* 1. The Agreement may be terminated at any time. The Consultant will be paid the value of services completed plus 5% of the Fee that would have been payable for the Services that will not be provided due to the termination

AGREEMENT INFORMATION

|  |
| --- |
|  |
| **Item** |

1. The Principal

The Principal must be an entity that is legally capable of entering the Agreement. For example, the Principal could be a department or a government owned corporation or a Minister of the Crown if appropriate statutory power exists.

Mentioned in Clause 1

|  |  |
| --- | --- |
| The Principal is: | » |
| The Principal’s ABN is: | »ABN |

1. Principal’s Authorised Person

Insert the name, title and contact details of the authorised person. this will be the person administering the AGREEMENT on a day-to-day basis.

Mentioned in Clause 1

|  |  |
| --- | --- |
| The Principal Authorised Person is: | » |
| Telephone number: | » |
| Email address: | » |

1. The Consultant

AFTER AGREEING TO ACCEPT THE CONSULTANT’S FEE PROPoSAL, INSERT the CONSULTANT’S name AND ABN or ACN NUMBER

Completed at Agreement Award

|  |  |
| --- | --- |
| The Consultant is: | » |
| The Consultant’s ABN or ACN is | » ABN or ACN |

1. Consultant’s Authorised Person

INSERT the name, title and contact details of the authorised person. this will be the person administering the AGREEMENT on a day-to-day basis.

 Completed at Agreement Award

|  |  |
| --- | --- |
| The Consultant’s Authorised Person is: | » |
| Telephone number: | » |
| Email address: | » |

1. Time to complete the Services

Mentioned in Clause 6

Insert the time in weeks

|  |  |
| --- | --- |
| The time to complete the Services is: | » weeks from date of Letter of Award.  |
|  |  |
| If no time is stated, then a reasonable time is to apply. |

1. Agreement Price at Date of Agreement

Completed at Agreement Award

after agreeing to accept the consultant’s fee proposal, insert either of the following:

* lump sum fee $ ............ ; or
* upper limit fee $ ...........

|  |  |
| --- | --- |
| The Fee at date of Agreement is: | $ |

DESCRIPTION OF THE SERVICES

This section specifies the technical details of the Services to be carried out under the agreement. It must clearly and unambiguously state the things that the consultant is required to do. It may refer to other documents.

Some typical clauses are included below. Use the sections and clauses that are appropriate to the engagement. delete headings, clauses and prompts that are not applicable.

1. BACKGROUND

a brief description of the project may be included here, including details about the program of works, the client, the project objectives, other related engagements and contracts and the reason for the SErvices. If not used, delete the heading and the prompt below.

»

1. DESCRIPTION OF THE SERVICES

The Services under this Agreement include:

Include either option 1 or option 2 and delete the option that does not apply.

* Use Option 1 for engagements other than preparation of RFT documents.
* Use Option 2 for engagements that involve designing construction works and preparing RFT documents.

Option 1

Include details of:

* the nature and scope of the required services;
* information about the project for which the services are required;
* functional and technical requirements;
* attachments or drawings that describe the requirements.
* »

End of Option 1

Option 2

insert the services descriptor, EG.:

* Design
* Design Development
* preparation of REquest for Tender Documents.
* »

and complete the description below by inserting the name of the project at the second insertion point.

for a contract for the construction of » .

The Consultant is required to carry out tasks including, but not limited to:

Amend the list of tasks below to suit the engagement.

* the completion of any and all outstanding work required to produce a complete set of Request for Tender (RFT) Documents, with the exception of the following work, which will be carried out by others and the outcomes provided for the Consultant’s use:

INsert the work to be carried out by others, if applicable. If none, insert “nil”.

* delivery to the Principal of the following documentation:

INsert the required deliverables.

* Safe Design Report
* RFT Documents

INsert other documents required, eg. “for construction” drawings.

* »
1. PROJECT BUDGET

Include this clause and the above heading if the consultant is required to design an asset/structure or provide a product to meet an approved Project budget. Otherwise delete.

Insert the Approved Project budget.

The Approved Project Budget is $» .

Amend the sentence below to suit the engagement.

The Consultant is responsible for designing the proposed works to meet the Approved Project Budget, which must not be exceeded without prior approval from the Principal.

The Consultant must provide cost estimates at the following milestones:

Insert the milestones where cost estimates are required, eg.:

* 50% Schematic design;
* 95% Schematic design (Design Estimate);
* 50% design development (Cost check);
* 95% design development (Cost check);
* 50% Documentation (Cost check);
* 95% Documentation (Pre-Tender Estimate).
* »»
1. MEETINGS

Include this clause and the above heading if the engagement includes MEETINGS. Otherwise Delete

The Consultant must:

Amend this clause as required to suit the engagement. Include reference to Project control group meetings, stakeholder consultation meetings or others that the consultant will be required to attend.

In the first dot point, Insert reference to the client, end users or others, if applicable. Otherwise, delete “and” and the insertion point.

* attend design review meetings with the Principal and »;
* conduct coordination meetings with subconsultants and/or others who are assisting in providing the Services, including issuing agendas, chairing the meetings, taking and issuing minutes (as required); and managing any correspondence related to the meetings; and
1. RELEVANT INFORMATION

Include this clause and the above heading if RELEVANT INFORMATION SHOULD BE PROVIDED TO THE CONSULTANT. Otherwise Delete this clause and annexure two

The following relevant information is provided in Annexure Two for the Consultant’s use in performing the Services:

**Insert details, eg. survey, geo-technical, hydraulic, hydrological, oceanographic or other relevant information.**

* »»
1. STANDARDS AND GUIDELINES

Include this clause and the above heading if the engagement includes the preparation of DESIGN documents. Otherwise Delete

The Consultant must comply with the latest standards, codes, guidelines and other standard documents relevant to the project and the disciplines involved in carrying out the Services, including:

Insert standards, codes, drawings, NATSPEC worksheets or other documents relevant to the type of project and the disciplines involved. If none are listed, delete “, including:” and the insertion point below.

* »»
1. PREPARATION OF RFT DOCUMENTS

Include this clause and the above heading if the engagement includes the preparation of RFt documents. Otherwise Delete

The Consultant must produce and deliver to the Principal a complete set of RFT Documents that fully details the form, nature and character of the works to be constructed and services to be provided.

The Consultant must base the RFT Documents on the following standard forms available through the construction category page on Buy.NSW: https://buy.nsw.gov.au/categories/construction

Insert the name of the NSW Government standard form documents to be used by the Consultant, eg. MW21.

End of clause – preparation of RFT Documents

ANNEXURES

ANNEXURE ONE - SUPPORTING STATEMENT AND SUBCONTRACTOR’S STATEMENT

Refer to Clause 7.5 of the Construction Consultancy Services Conditions of Agreement and the Notes included in this Statement.

The Consultant is required to complete these two statements and submit both statements with each Payment Claim. Do not alter the forms.

Relevant legislation includes *Workers Compensation Act 1987* (NSW), s175B; *Payroll Tax Act 2007* (NSW), Schedule 2 Part 5; *Industrial Relations Act 1996* (NSW).

Supporting Statement

The Consultant is the “head Contractor” in terms of the *Building and Construction Industry Security of Payment Act 1999* (NSW) and makes relevant statements below accordingly. The Consultant, as the “head Contractor”, carries out the construction related work for the Principal under the Agreement.

The Supporting Statement must be signed by the Consultant, a director of the Consultant or a person authorised by the Consultant.

Subcontractor’s Statement

The Consultant is a “subcontractor” in terms of the *Workers Compensation Act 1987* (NSW), *Payroll Tax Act 2007* (NSW) and *Industrial Relations Act 1996* (NSW) and makes relevant statements below accordingly. The Consultant as the “subcontractor” carries out the construction work for the Principal under the Agreement. The Principal is called the “principal contractor” in these Acts.

For clarity, the Subcontractor’s Statement refers to the ‘Contractor’ and ‘Principal’ under the Contract rather than the “subcontractor” and “principal contractor” under the above Acts.

The Subcontractor’s Statement must be signed by the Consultant (or by a person who is authorised, or held out as being authorised, by the Consultant to sign the statement).

Information, including referenced Notes, Statement Retention and Offences under various Acts, is included at the end of the Subcontractor’s Statement

SUPPORTING STATEMENT

Construction Contracts

Pursuant to section 13(7) of the [*Building and Construction Industry Security of Payment Act 1999* (NSW)](https://www.legislation.nsw.gov.au/view/html/inforce/current/act-1999-046#statusinformation) (the Act) a supporting statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

This form should be used by a head contractor who has a construction contract that is not an owner- occupier construction contract. If the contract is an owner-occupier construction contract the ‘Supporting Statement – Owner-Occupier Construction Contracts’ form should be used instead.

For the purposes of this statement, the terms “principal”, “head contractor”, “subcontractor”, “construction contract” and “owner-occupier construction contract” have the meanings given in section 4 of the Act.

|  |  |
| --- | --- |
| Head contractor(business name of head contractor): |  |
| **1.** has entered into a contract with: (business name of subcontractor) |  |
| ABN of subcontractor |  |
| Contract number/identifier |  |
| **or** |
| **2.** has entered into a contract with the subcontractors listed in Schedule 1 |
|  |
| This statement applies to work between (start date) |  | and (end date) |  |
| **or** |
| This statement applies to work completed in Stage (number) of the construction contract |  |
|  |
| Subject of the payment claim dated (date) |  |

DECLARATION FOR SUPPORTING STATEMENT

|  |
| --- |
| I, (full name) ………………………………………………………………………………………being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that to the best of my knowledge and belief all subcontractors, if any, have been paid all amounts that have become due and payable in relation to the construction work that is the subject of this payment claim.These subcontractors and the amounts paid to them are identified in Schedule 1 on page 3 of this Supporting Statement. |
| **It is an offence under section 13(7) of the Act for a head contractor to serve a payment claim on the principal, if it is not accompanied by a supporting statement that indicates that it relates to that payment claim. The maximum penalty is $110,000 for corporations, and $22,000 for an individual.****It is also an offence under the Act for a head contractor to serve a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances. The maximum penalty is $110,000 for corporations, and $22,000 or 3 months imprisonment (or both) for individuals.** |
| Full Name of Individual |  |
| Position/Title |  |
| Signature |  |
| Date |  |

SCHEDULE 1 (page 3 of Supporting Statement)

List all subcontractors that have been paid all amounts that have become due and payable in relation to the construction work that is the subject of the payment claim which this supporting statement accompanies.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Subcontractor | ABN | Agreement number/ identifier | Date of works (period or stage) | Date of subcontractor’s payment claim |
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Approved form under Building and Construction Industry Security of Payment Act 1999 - Section 13(9) For more information visit Fair Trading website: [*www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/security-of-payment*](http://www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/security-of-payment)***.***

SUBCONTRACTOR’S STATEMENT

REGARDING WORKER’S COMPENSATION, PAYROLL TAX

AND REMUNERATION **(NOTE 1)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Subcontractor: | ............................................................................................. | ABN: | .................... |  |
|  | (Business name) |  |  |  |
| of | .......................................................................................................................................................... |  |
|  | (Address of subcontractor) |  |
| has entered into a contract with | ..................................................................... | ABN: | .................... |  |
|  |  | (Business name of principal contractor) |  |  | **(Note 2)** |
|  |  |  |  |  |  |  |  |  |  |  |  |
| Contract number/identifier | ................................................................................ |  | **(Note 3)** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| This Statement applies for work between: | ....../....../...... | and | ....../....../...... |  |  | **(Note 4)** |
| subject of the payment claim dated: | ....../....../...... |  |  |  |  |  | **(Note 5)** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| I, | ................................................................................ | a Director or a person authorised by the |  |
| Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor’s Statement and declare the following to the best of my knowledge and belief: |  |
| **(a)** | The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. **Tick** [ ]  if true and comply with (b) to (g) below, as applicable. If it is not the case that the workers or subcontractors are involved or you are an exempt employer for workers compensation purposes **tick** [ ]  and only complete (f) and (g) below. You must tick one box.  | **(Note 6)** |
| **(b)** | All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is **dated** ....../....../...... | **(Note 7)** |
| **(c)** | All remuneration payable to relevant employees for work under the contract for the above period has been paid. | **(Note 8)** |
| **(d)** | Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor’s Statement.  | **(Note 9)** |
| **(e)** | Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor’s Statement by its subcontractor(s) in connection with that work for the period stated above. | **(Note 10)** |
|  |  |  |  |  |  |  |  |  |
| **(f)** | Signature | ..................................................... | Full name | .................................................................. |
|  |  |  |  |  |  |  |  |  |
| **(g)** | Position/Title | .............................................................................................................. | Date ....../....../...... |

*NOTE: Where required [in (b)] above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987* (NSW)*.*

**Notes to the Subcontractor’s Statement**

**These notes have been prepared using the terms in the referenced Acts. Where this Statement is being completed for the purposes of this Contract, (unless the context otherwise requires) ‘subcontractor’ means the ‘Contractor’ and ‘principal contractor’ means the ‘Principal’.**

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 of the *Payroll Tax Act 2007* (NSW), section 127 of the *Industrial Relations Act 1996* (NSW). If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the subcontractor) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor’s business.

1. For the purpose of this Subcontractor’s Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
2. Provide the unique contract number, title, or other information that identifies the contract.
3. In order to meet the requirements of s127 of the *Industrial Relations Act 1996* (NSW), a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* (NSW) defines remuneration “as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.”

Section 127(11) of the *Industrial Relations Act 1996* (NSW) states “to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.”

1. Provide the date of the most recent payment claim.
2. For Workers Compensation purposes an exempt employer is an employer who pays less than $7,500 annually, who does not employ an apprentice or trainee and is not a member of a group.
3. In completing the Subcontractor’s Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
4. In completing the Subcontractor’s Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
5. In completing the Subcontractor’s Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
6. It is important to note that a business could be both a subcontractor and a principal contractor if a business “in turn” engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor’s Statements from your subcontractors.
* **Statement Retention**

The principal contractor receiving a Subcontractor’s Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

|  |
| --- |
| * **Offences in respect of a false Statement**
 |
| In terms of s127(8) of the *Industrial Relations Act 1996* (NSW), a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if: 1. the person is the subcontractor;
2. the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
3. the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act 1987* (NSW) and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* (NSW) a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence. |

**Further Information**

For more information visit SafeWork website[*https://www.safework.nsw.gov.au/*](https://www.safework.nsw.gov.au/) , iCare (for Workers Compensation queries) via the[*iCare*](file:///E%3A%5CGC21%20Docs%20Review%20Backup%5CiCare%20website) web site or NSW Industrial Relations website, [*http://www.industrialrelations.nsw.gov.au*](http://www.industrialrelations.nsw.gov.au)*.*

Copies of relevant legislation can be found at[*www.legislation.nsw.gov.au*](http://www.legislation.nsw.gov.au)

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*Include A LIST OF RELEVANT INFORMATION IN this ANNEXURE if SUCH INFORMATION IS TO BE PROVIDED TO THE CONSULTANT. Otherwise Delete this annexure*

ANNEXURE TWO - RELEVANT INFORMATION

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| --- | --- | --- |
| **DOCUMENT DESCRIPTION**  | **NUMBER**  | **VERSION** |
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