

## CONTRACT DETAILS

Quote No	██████	Award Date	
Client	██████████████	Submission due date	
Contract Name		Review Date	
Client Tender ID		On site duration	
Location / Site		██████ Department	
EPCM		Estimator	
Tender Value		Contract Type	
Total direct hours		Project type	
Scope Of Work			

Checks	Client Position	Clause	Agree or Depart ██████ Position	TCR Item
1. Limitation of liability	Not addressed			
2. Consequential losses	Not addressed			
3. Liquidated damages	Applicable but no amounts provided.	GC 20.6	DISAGREE Request deletion of clause 20.6(e) and 20.6(f)	
4. Insurance	<ul style="list-style-type: none"> <li>Workers comp - \$██████m</li> <li>Public Liability – no amount provided</li> <li>Motor Vehicle - \$██████m</li> <li>PI - no amount provided</li> <li>Marine - no amount provided</li> </ul>	GC 35	DISAGREE ██████ insurance advisors to review	
5. Indemnity obligations	██████ to indemnify against negligent acts or omissions, illness, injury or death.	GC 34	AGREE	
6. Defects liability	No period provided.	GC 22	DISAGREE Request 12 months	
7. Security and retention	Retention or Performance Bonds No nominated amounts provided	GC 36	DISAGREE Request deletion of securities being required	
8. Payment terms	<ul style="list-style-type: none"> <li>Submit claim within 7 days of the preceding month.</li> <li>Once approved, ████████ to submit an invoice. (no timing requirement for responded to reply).</li> <li>Payment within 45 days</li> </ul>	GC 30	AGREE Request payment terms of 30 days. Request client response period (10 days). Request deletion of discount if paid early.	

Checks	Client Position		Clause	Agree or Depart █ Position	TCR Item
	of receipt of an approved invoice.				
9. Rights and liabilities upon termination	█ is entitled to payment for: <ul style="list-style-type: none"> <li>The cost of works carried out prior to the date of termination.</li> <li>Reasonable costs of materials ordered.</li> </ul> No entitlement to reasonable demob costs.		GC 41	DISAGREE Request entitlement to reasonable demob costs.	
10. Variations	Time for Notice of Variation = 7 days after direction		GC 24	AGREE	
11. Design responsibility	TBC			Agree	
12. Subcontractors and suppliers	█ must seek prior written approval for any subcontractors. Back to back subcontract required.		GC 13	AGREE	
13. Milestone / Key dates and durations	TBC			TBC BY █	
14. Dispute resolution	If a dispute arises: <ul style="list-style-type: none"> <li>Parties to confer within 7 days</li> <li>If no resolution within 10 days, escalation to senior reps.</li> <li>If no resolution within 20 days from notice, legal proceedings can commence</li> </ul>		GC 45	AGREE	
15. Documents / drawings available, defective or missing	TBC				
16. Delay Time Bars	Notice of Delay = immediately on becoming aware  EOT Claim = within 14 days from commencement of the delay  Ongoing notices = every 10 days		GC 20.2	DISAGREE Request a change from immediate to within 5 Business Days.	
17. Delay entitlements	<b>Time</b>	<b>Cost</b>	<div style="display: flex; justify-content: space-around; align-items: center;"> <span style="color: green;">✓</span> <span style="color: red;">✗</span> </div>		
• Delays in Access by client	✓	✓	GC 8.2	Claim act or omission	
• Suspension by client	✓	✓	GC 40.5	AGREE	

Checks	Client Position		Clause	Agree or Depart Position	TCR Item
• Cyclones	✓		GC 47.5	AGREE	
• Force Majeure	✓		GC 47.5	AGREE	
• Inclement Weather	✗	✗		AGREE	
• Latent Conditions (site only)	✓	✓	GC 17.1	AGREE	
• Errors/ delays in client's documents	✗	✗	GC 3	DISAGREE	
• Delays by client's other contractors	✓	✓	GC 8.2	AGREE	
• Delays in client's free issued equipment	✓	✓	GC 8.2	Claim breach	
• Acceleration		✓	SC 3	AGREE	
• Disruption				To be priced within the delay costs	
• Variations	✓	✓	GC 24	AGREE	
• Contaminated Material	✓	✓	GC 17.1	AGREE	
18. Other					

**Commercial/Risk Observations and Recommendations (please note I have reviewed the Subcontract terms and conditions only):**

1. Special clause 4 is in relation to the supply of diesel fuel. Principal is to back-charge \$ [redacted] per litre.
2. Clause 3 - Extensive warranty and representation provision. [redacted] to inform itself and will have no claim for:
  - a) The nature of the Works, certain physical conditions which are, by inherent nature, dangerous, including blasting operations, open pits, high walls, heavy machinery, chemicals and industrial hazards.
  - b) Availability of labour and accommodation.
  - c) Environmental conditions and constraints at the Site.
  - d) Has examined all of the documents forming part of the Contract.
3. Clause 4a) design verification, [redacted] to check that all design info is proper, adequate and suitable to enable [redacted] to perform under the contract.
4. Clause 4c) no claim arising out of or in connection with the adequacy or suitability of the scope or completeness of the design.
5. Clause 16.4 setting out, [redacted] is obligated.

**Contracts Department Signoff**

Senior Contracts Specialist Name	Senior Contracts Specialist Signature	Date
Chris Thompson		17-07-2017