

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	%	GC 29	Agree	
2. Consequential losses	Not addressed		Depart	
3. Liquidated damages	TBA – No amounts provided Request deletion of special condition 3.3	GC 17.5	Depart	
4. Insurance	There appear to be standard suite of insurances required, but suggest seeks advice from its broker/provider. I have not been provided with insurance certificates	GC 13		
5. Indemnity obligations	Extensive indemnity provision, including, breaches, any negligent, wilful or unlawful act or omissions, illness, injury, death, Environmental Events etc.	GC 12 SC 3.9	Agree	
6. Defects liability	Forecast to be 5 November 2020	GC 22	Agree	
7. Security and retention	Bank Guarantees Required 2 x % AND Cash Retention % % total	GC 3 Part A	Depart	
8. Payment terms	60 days from month end during which invoice is received, meaning 90 day payment terms. Item 47, clause 24.1 – delete requirement for paper copy.	GC 24.4	Depart	
9. Rights and liabilities upon termination	to provide a report within 4 Working Days, in a form required by the client.	GC 26	Agree	

Checks	Client Position	Clause	Agree or Depart Position	TCR Item
	AS4911 will apply, monies for: <ul style="list-style-type: none"> a. The amount due to [REDACTED] evidenced by all unpaid invoices. b. The Cost of goods and materials reasonably ordered. c. The Costs reasonably incurred by [REDACTED] in expectation of completing the contract. 			
10. Variations	Notice to be provided within 3 Working Days. The client to value the variation. Quotation to be provided within 7 Working Days.	GC 22	Depart	
11. Design responsibility	Refer special conditions, design obligations exist. Special condition 3.6		SCEE to confirm	
12. Subcontractors and suppliers	Extensive provision for subcontracting. [REDACTED] to provide list of Subcontractors for inclusion as part of Schedule C. Back to back subcontract terms and conditions must be used whilst engaging a subcontractor.	GC 7.2	Agree	
13. Milestone / Key dates and durations	Not provided within documents provided		TBC BY SCEE	
14. Dispute resolution	If a dispute arises: <ul style="list-style-type: none"> - Parties to confer within 7 Working Days, to resolve. - If no resolution within 20 Working Days of notice, arbitration. 	GC 28	Agree	
15. Documents / drawings available, defective or missing	TBC			
16. Delay Time Bars	Written notice within 3 Working Days EOT claim within 7 Working Days Requirement for ongoing days. Clause 17.3 provides, the estimate provided in the first notice cannot	GC 17.2	Depart Request 10 Working Days and 20 Working Days Delete clause 17.3 Amend clause 17.4	

Checks	Client Position		Clause	Agree or Depart Position	TCR Item
	exceed the days required under the EOT claim. Clause 17.4 Delay costs – only entitled to “On-Site Overheads (if any)”				
17. Delay entitlements	Time	Cost	<div> <div>✓</div> <div>✗</div> </div>		
• Delays in Access by client					
• Suspension by client					
• Cyclones					
• Force Majeure					
• Inclement Weather					
• Latent Conditions (site only)					
• Errors/ delays in client’s documents					
• Delays by client’s other contractors					
• Delays in client’s free issued equipment					
• Acceleration					
• Disruption					
• Variations					
• Contaminated Material					
18. Other					

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

1. NOTE – Clause 2.2 provides, except where it is expressly provided that the client will be providing something, [REDACTED] shall be supplying everything else.
2. NOTE – Contract is based on AS4911 but is significantly amended.
3. NOTE – Extensive provision for subcontracting. [REDACTED] to provide list of Subcontractors for inclusion as part of Schedule C. Back to back subcontract terms and conditions must be used whilst engaging a subcontractor.
4. NOTE – Extensive provision for scheduling.
5. NOTE – Extensive testing regime.
6. NOTE – Confidentiality agreement to be sent to all suppliers (SC 3.8).
7. NOTE – [REDACTED] to demonstrate its implementation of using local suppliers and subcontractors (SC 3.10).
8. NOTE – [REDACTED] to provide an Ethics Plan within 10 Working Days (SC 3.12).
9. NOTE – [REDACTED] to refer to some onerous items within pricing schedule, i.e. client to advise of total quantities installed, items which no price is entered shall be considered included in the rates, or rise and fall etc.
10. Item 38, clause 22b – request amendment deleting costs.
11. Item 38, clause 22g – Request amendment deleting [REDACTED] % markup for rectifying defects, and delay costs.

Contracts Department Signoff		
Senior Contracts Specialist Name	Senior Contracts Specialist Signature	Date
Chris Thompson		25-06-2017