



Formal Instrument of Agreement

Tender 2026/25 - Civil Infrastructure Works to Support the Development of Craigie
Lea Industrial Estate Development

Narromine Shire Council
124 Dandaloo Street, Narromine, NSW, 2821
ABN: 99 352 328 405

FORMAL INSTRUMENT OF AGREEMENT

DATE: 4 May 2026

BETWEEN

Narromine Shire Council
ABN 99 352 328 405
of 124 Dandaloo Street, Narromine, NSW, 2821
(Principal)

AND

Conseth Solutions Pty Ltd
ABN: 59 640 389 788
Unit 4, 72 River Street, Dubbo, 2830
(Contractor)

RECITALS

The Principal invited tenders for the civil infrastructure works to support the development of Craigie Lea Industrial Estate Development (Request). The Contractor's tender to the Principal has been accepted.

The parties wish to formalise their agreement on and subject to the terms of this deed.

This agreement is executed as, and is intended to take effect as, a deed.

IT IS AGREED

Definitions

Words defined in the Request have the same meaning in this Formal Instrument of Agreement.

Agreement

The following documents comprise the agreement between the parties: this Formal Instrument of Agreement; and the attached:

- Special Conditions of Contract (set out herein as Schedule 1);
- General Conditions of Contract (set out herein as Schedule 2);
- Introduction and Specification (set out herein as Schedule 3);
- the attached completed Tender Attachments (set out herein as Schedule 4).

Agreement Discharged And Released

On the full and effective execution of this deed, the agreement constituted pursuant to the Offer Form is discharged and released, save that that discharge and release is without prejudice to, and shall not affect, any accrued rights or remedies arising in relation thereto.

EXECUTED by the parties as a deed

SIGNED for and on behalf of the NARROMINE SHIRE COUNCIL by its duly authorised officer

.....
Name: Jane Redden
Title: General Manager

In the presence of:-

.....
Signature

.....
Name

.....
Address

EXECUTED by

Conseth Solutions Pty Ltd

by being signed by the following persons who
are authorised to sign for the company

[Redacted Signature]

Director

TYLER CLEARY

Full name

72 River St, Dubbo, NSW, 2830

Usual address

[Redacted Signature]

Director

Matt Crosswell

Full name

72 River St, Dubbo NSW 2830

Usual address

PART 7 - NOTICE OF ACCEPTANCE

FROM: Narromine Shire Council (Principal) of
124 Dandaloo Street Narromine, NSW, 2821

TO: Conseth Solutions Pty Ltd (Contractor) of
Unit 4, 72 River Street, Dubbo, 2830

DATE: 4 May 2026

The Principal has determined to accept the Tender submitted by you under the Offer Form dated 9th February 2026.

This Notice of Acceptance constitutes an irrevocable acceptance of that Tender as set out at Clause 2 of the Offer Form.

SIGNED for and on behalf of the)
NARROMINE SHIRE COUNCIL)
by its duly)
authorised Officer


.....
Signature
Jane Redden
General Manager


In the presence of:-


.....
Phil Johnston
133 Bultje St, Dubbo, 2830



Schedule 1 Special Conditions of Contract

Tender 2026/05 - Civil Infrastructure Works to Support the Development of Craigie
Lea Industrial Estate Development†

Narromine Shire Council
124 Dandaloo Street, Narromine, NSW, 2821
ABN: 99 352 328 405

SPECIAL CONDITIONS OF CONTRACT

Special Condition – Market and Fuel Cost Volatility

The Special Conditions of Contract shall prevail over all other documents forming part of the Contract to the extent of any inconsistency.

Notwithstanding any other provision of the Contract, the Contract Sum shall be a lump sum and shall be deemed to include all costs associated with the performance of the Works, including allowances for market conditions and price fluctuations that were reasonably foreseeable at the time of tender.

Except as otherwise expressly provided in the Contract, no adjustment to the Contract Sum will be made for general market escalation, increases in input costs, or changes in economic conditions, including fluctuations in fuel pricing.

However, the Principal acknowledges the current volatility in market pricing, including the impact of fuel price increases on petroleum-based inputs such as bitumen, transport and material supply due to the middle east conflict.

The Contract Sum is the tender submission included in this contract as Schedule 4.

We expect that this volatility will affect specific items such as:

- Gravel and sand supply;
- Culvert supply and install;
- PVC and HDPE Products;
- Sealing works.

Where the Contractor can demonstrate, to the satisfaction of the Principal that:

- a cost increase has arisen due to exceptional market volatility, including significant and abnormal increases in fuel costs; and
- such increase was beyond that which a competent and experienced contractor could reasonably have allowed for at the time of tender; and
- the increase has directly impacted the cost of carrying out the Works,

The Principal may assess the matter as a Variation under Clause 20 of the General Conditions of Contract. For the avoidance of doubt any such variation will be assessed as per agreed method outlined in 'market and fuel cost volatility pricing methodology' dated 1st May 2026.

Any such claim shall be submitted in accordance with Clause 21.4 (Claims) and must be fully substantiated with supporting evidence, including but not limited to supplier quotations, invoices, fuel price data, and relevant cost indices.

The Contractor shall take all reasonable steps to mitigate the impact of any such cost increases, including early notification to the Principal, early procurement where practicable, and efficient programming of the Works.

For the avoidance of doubt, this clause does not constitute a rise and fall provision, and no entitlement to automatic adjustment of the Contract Sum arises.



Schedule 2 General Conditions of Contract

Tender 2026/05 - Civil Infrastructure Works to Support the Development of Craigie
Lea Industrial Estate Development†

Narromine Shire Council
124 Dandaloo Street, Narromine, NSW, 2821
ABN: 99 352 328 405

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 For the purpose of this contract:

"Contract" means these general conditions of contract, the Schedule to these general conditions of contract and any documents referenced in that Schedule.

"Contractor" means the person or persons, corporation or corporations, specified in Item 1 of the Schedule.

"Contract Sum" means:

- (a) where payment is to be made on a lump sum basis, the sum which is stated in Item 5 of the Schedule to the Contract to be payable to the Contractor for the provision of the Works and the performance of the obligations of the Contractor under the Contract;
- (b) where payment is to be made on a bill of quantities or schedule of rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the bill of quantities or schedule of rates in Items 6 and 7 of the Schedule to the Contract and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the bill of quantities or schedule of rates;
- (c) where payment is to be made on a lump sum and a bill of quantities or schedule of rates basis, the aggregate of the sums referred to in paragraphs (i) and (ii),
but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

"Date for Practical Completion" means the date stated in Item 12 of the Schedule;

"Defects Liability Period" means the period stated in Item 10 of the Schedule;

"Final Certificate" means the certificate referred to in clause 18.4;

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced person (engaged in the same type of work to be performed by the Contractor) or any sub-contractor under the same or similar circumstances.

"Item" means an Item in the Schedule;

"Latent Conditions" means any of the conditions referred to in clause 19.1;

"Practical Completion" means that stage in the carrying out and completion of the Works when:

- (a) the Works are complete except for minor defects:
 - (i) which do not prevent the Works from being reasonably capable of being used for their stated purpose;

- (ii) which the Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and
- (iii) the rectification of which shall not prejudice the convenient use of the Works;
- (b) those Tests which are required by the Contract to be carried out and passed before the Works reach Practical Completion have been carried out and passed;
- (c) documents and other information required under the Contract which, in the Superintendent's opinion, are essential for the use, operation and maintenance of the Works have been supplied; and
- (d) the Contractor has done everything which the Contract requires it to do as a condition precedent to Practical Completion.

"Principal" means the party specified in Item 2 of the Schedule to the Contract.

"Qualifying Cause of Delay" means:

- (a) any act, default or omission of the Superintendent, the Principal or its consultants, agents or other contractors (not being employed by the Contractor);
- (b) state or nation wide industrial strikes not caused or materially contributed to by the Contractor;
- (c) inclement weather;
- (d) Latent Conditions; or
- (e) Variations.

"Superintendent" means the person appointed by the Principal (and any notified representative of that person) who shall act solely as the Principal's agent in performing the functions specified in the Contract.

"Tender" means the tender response to the tender for provision of Works that was conducted by the Principal.

"Term" means the period specified in Item 4 of the Schedule to the Contract.

"Variation" means any of the things referred to in clause 20 which the Superintendent may direct the Contractor to do in varying the Works;

"Works" means the whole of the work set out in Item 3 of the Schedule to the Contract, to be carried out and completed in accordance with the Contract, including variations provided for by the Contract.

1.2 In the Contract:

- (a) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context; and
- (b) no rule of construction applies to the disadvantage of a party on the basis that the party put forward the Contract or any part.

2. RISE AND FALL ADJUSTMENT

The Contract shall not be subject to rise and fall adjustment in costs.

3. SERVICE OF DOCUMENTS

3.1 Any notice to be given to the Contractor under the terms of the Contract, shall be served by:

- (a) post, or
- (b) hand delivery of the notice to the address given in the Tender.

3.2 If a notice is served under clause 3.1 (a) it shall be deemed to have been duly received 2 working days after posting.

3.3 If a notice is served pursuant to Clause 3.1 (b), it shall be deemed to have been duly received on the date of delivery.

4. ACCESS TO INFORMATION (GIPA ACT S 121, 2009)

4.1 The Principal directs the Contractor attention to the provisions of the Government Information (Public Access) Act 2009 (GIPA) regarding public access Information. The Contractor shall comply with the provisions of GIPA and in particular provide copies of any information (at its own expense) requested by the Principal in order for the Principal to meet its obligations under the Act. Failure to comply with the provisions of GIPA may result in the Principal terminating the Contract.

4.2 The Contractor shall provide the Principal with access to all information required by the Principal in relation to the work and the Contract within 14 days of the Principal requesting such information.

5. CLIENT SUPPLIED INFORMATION

5.1 The Principal will endeavour to supply information relevant to work under the Contract in a timely manner so as to not impair the Contractors ability to progress the Work.

5.2 If the Principal delays the work because it has difficulty supplying requested information vital to progress the work in a responsible manner it may put the work on hold (without penalty to itself) until such time it can supply the requested information. The Contractor shall allow for such potential delays and shall not claim additional payment for such delays.

6. DUE DILIGENCE

6.1 The Contractor shall undertake its own due diligence and satisfy itself as to the actual conditions and requirements of the work.

6.2 Contractors shall rely wholly on their own due diligence and shall not at any time assert or claim that the work or the conditions under which the work will be undertaken or the information supplied by the Principal was not fully disclosed, or incomplete or inaccurate or in some other way misleading.

6.3 The Contractor shall make its own interpretation, deductions and conclusions from the information supplied by the Principal and shall accept full responsibility for all such interpretations, deductions and/or conclusions.

6.4 The Contractor acknowledges and agrees that it has:

- Examined carefully and has acquired actual knowledge of the contents of the Contract Documents and any other information made available in writing by the Principal to the Contractor for the purpose of tendering; and
- Examined the site and its surroundings; and
- Satisfied itself as to the correctness and sufficiency of its Tender Response and that the Contract Price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract; and
- Obtained and properly examined all information relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender Response and which was obtained by the making or reasonable enquiries.

6.5 Failure by the Contractor to do all or any of the things acknowledged by the Contractor to have done under this clause 6 will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

7. PROVISION OF WORKS

7.1 The Contractor shall complete the Works by the Date for Practical Completion.

7.2 The Contractor undertakes and warrants to the Principal that it shall carry out the Works in accordance with:

- (a) the terms of this Contract;
- (b) all relevant legislative requirements;
- (c) all reasonable directions given by the Principal; and
- (d) Good Industry Practice.

8. MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

8.1 The Contractor shall provide all materials, labour, plant, equipment, tools and anything else necessary to carry out and complete the Works.

8.2 The Contractor shall bear all risk of executing, completing and maintaining the Works in accordance with the Contract, the drawings and specification (if any) and such orders as the Superintendent may issue.

8.3 The Contractor shall be solely liable for loss or damage to the Works from any cause whatsoever (except loss or damage caused by any negligent act or omission of the Principal, the Superintendent or the employees, professional consultants or agents of the Principal) until Practical Completion has been achieved.

9. PEOPLE AND PROPERTY

9.1 The Contractor shall indemnify the Principal against:

- (a) loss of or damage to the Principal's property; and

- (b) claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the carrying out of the Works. The indemnity shall be reduced proportionally to the extent that the act or omission of the Principal or its consultants, agents or other contractors (not being employed by the Contractor) may have contributed to such injury, death, loss or damage.

9.2 Clause 9.1 shall not exclude or limit any other right of the Principal to be indemnified by the Contractor.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 The Contractor shall not, without the prior written approval of the Principal assign, mortgage, charge or encumber the Contractor or any part thereof or any benefit or moneys or interest thereunder.

10.2 The Contractor shall not subcontract any part of the Works without the Principal's prior consent. The Contractor shall provide to the Principal all information the Principal requires in order to consider giving such consent.

10.3 No sub-contracting of any rights or obligations of the Contractor under this Contract shall relieve the Contractor from any liability under this Contract or at law in respect of the Contractor's obligations under this Contract.

11. COMPLYING WITH STATUTORY REQUIREMENTS

11.1 The Contractor shall comply with the provisions of all relevant Acts, regulations, by-laws, orders and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Works or the execution of the work under the Contract.

11.2 If, in the opinion of the Contractor, the provisions of any Contract Document are at variance with any such requirements, the Contractor must give written notice to the Principal specifying the nature of the departure from such requirements.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Contractor warrants that neither the Works, Goods nor Services provided by the Contractor or their provision or use will infringe any Intellectual Property Right of any third party.

12.2 The Contractor indemnifies and at all times keeps the Principal, its employees and agents indemnified against any action, claim, demand, costs or expenses (including reasonable legal costs) arising from or in connection with any infringement or alleged infringement of any Intellectual Property Rights in relation to the Goods and Services supplied under this Contract.

12.3 All fees and royalties payable in respect of any Intellectual Property Rights must be included by the Contractor in the Contract Price and must be paid by the Contractor to any third party to which they may be due or payable. The Principal

bears no responsibility in relation to payment of any fees or royalties under this clause to any third party.

13. INSURANCE

13.1 Without limiting its obligations and responsibilities the Contractor in the joint names of itself and the Principal for their respective rights, interests and liabilities and subject to a cross liabilities clause, shall during the Term take out and maintain the following insurances:

- (a) contractors risk policy (or a similar policy) which shall cover the whole of the Works for not less than the amount set out in Item 8 of the Schedule to this Contract;
- (b) public liability policy in respect of death or bodily injury to any person and damage to property for an amount not less than the amount set out in Item 8 of the Schedule to this Contract ; and
- (c) any other insurance reasonably expected and requested by the Principal to be taken out by the Contractor.

13.2 The Contractor shall effect and keep in effect during the Term such insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any employee of the Contractor or of a subcontractor of the Contractor under the Workers' Compensation Act 1987 (NSW) or otherwise at law

13.3 The Contractor shall hold certificates of proof of all insurances available for inspection by the Principal or the Superintendent on request. The Contractor shall provide certificates of currency of all insurances immediately upon request by the Principal or Superintendent.

14. TIME FOR COMMENCEMENT AND COMPLETION

14.1 The Contractor shall commence on site within fourteen days after the Principal has given to the Contractor possession of sufficient of the site for such commencement, or within such further time as may be approved by the Superintendent.

14.2 The Contractor shall give the Superintendent at least 3 days clear notice of its commencement of the Works on site.

14.3 The Contractor shall execute the Works expeditiously and in accordance with the Contract including any directions of the Superintendent.

14.4 The Contractor shall complete the Works by the Date for Practical Completion.

14.5 The Contractor shall only be entitled to an extension of time to the Date for Practical Completion if:

- (a) the claimed delay results directly from a Qualifying Cause of Delay;
- (b) the Contractor has submitted its claim for an extension of time to the Principal in writing within 5 days of the commencement of the cause of the delay, and where the delay extends beyond that time has submitted updated claims,

notifying the Principal of the then current number of days claimed or the, every 7 days; and

- (c) all details required by the Principal other than those set out above have been provided to the Principal by the Contractor within the time period required by the Principal acting reasonably.

14.6 The Principal may at any time, for any reason in its absolute discretion, extend the Date for Practical Completion whether or not a claim for an extension of time has been made by the Contractor. The Principal is not required to exercise its discretion under this clause 14.6 for the benefit of the Contractor.

14.7 The Principal shall determine any claim for an extension of time and notify the Contractor of its decision within 14 days of that Contractor's notice.

15. MATERIALS

15.1 Materials used in the work under the Contract and standards of workmanship shall be in conformity with the relevant standard of the Standards Association of Australia. The Superintendent may, at any time before Practical Completion, reject any material or work which is not in accordance with the Contract and may direct its replacement, correction or removal. All such replacements, corrections and removals shall be at the Contractor's cost.

15.2 Without limiting or otherwise restricting any other provision of this Contract, if the Contractor does not comply with a direction of the Superintendent under clause within the time reasonably stated by the Superintendent, then the Principal may retain a third party to remedy any defect in the Works and all costs and damages suffered or incurred by the Principal in doing so shall be a debt due from the Contractor to the Principal.

16. CONTRACTOR'S REPRESENTATIVE

16.1 Execution of the Works shall be supervised by the Contractor personally, or by an approved competent person employed by the Contractor whose name shall be notified to the Superintendent in writing. The Contractor or its authorised representative shall be on the site whenever necessary, as determined by the Superintendent, to provide adequate supervision of the execution of the Works. Any order given by the Superintendent to the Contractor's authorised representative shall be deemed to be an order given to the Contractor.

17. CLEANING UP

17.1 As a condition precedent to the Contractor achieving Practical Completion, the Contractor shall clear away and remove from the site of the Works all constructional plant, surplus material, rubbish and temporary works of every kind and where necessary shall fill and compact and level off all excavations (other than those forming part of the Works) made by the Contractor on the site and leave the whole of the site and Works in a clean and tidy condition to the approval of the Superintendent.

18. DEFECTS LIABILITY

18.1 The Defects Liability Period shall commence on the day that the Contractor achieves Practical Completion.

18.2 The Contractor shall, at its own expense, execute all work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required by the Superintendent during the Defects Liability Period or within fourteen days after its expiration if required as a result of an inspection made prior to its expiration.

18.3 Without limiting or otherwise restricting any other provision of this Contract, if the Contractor does not comply with its obligations under clause 18.2 within the time reasonably stated by the Superintendent then the Principal may retain a third party to remedy any defect in the Works and all costs and damages suffered or incurred by the Principal in doing so shall be a debt due from the Contractor to the Principal.

18.4 After the expiry of the Defects Liability Period and as soon as, in the opinion of the Superintendent, all defects, imperfections, shrinkages or other faults have been rectified pursuant to Clause 18.2 or 18.3, the Superintendent shall issue a Final Certificate stating the amounts if any then payable by the Principal to the Contractor.

19. LATENT CONDITIONS

19.1 Latent Conditions are physical conditions below the surface of the site that have not been documented at any time and which differ materially from the physical conditions which should reasonably have been anticipated by the Contractor at the time of the Contractor's tender if the Contractor had:

- (a) examined all information made available in writing by the Principal to the Contractor for the purpose of tendering;
- (b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender and obtainable by the making of reasonable enquiries; and
- (c) inspected the site and its surroundings.

19.2 The Contractor hereby warrants and agrees that:

- (i) it assumes the entire risk arising out of or in connection the physical conditions encountered during the execution of, or otherwise manifesting itself in connection with Latent Conditions;
- (ii) it shall have no claim arising from or connected with any Latent Condition or the consequence of any Latent Condition and the Contractor hereby agrees to indemnify and to keep indemnified the Principal against any claim, demand, loss, expense or damage made upon or sustained by the Principal arising out of or in connection with any Latent Conditions;
- (iii) it shall execute all work (whether by way of repair, rectification, relocation, dismantling, re-construction or otherwise) arising in connection with a Latent Condition (and the consequences of the same) which, in the opinion of the Superintendent, is necessary for the proper execution and completion of the Works; and the cost of executing work under clause 19.2 is hereby deemed to be included for all purposes in the Contract Sum.

19.3 The Contractor shall notify the Superintendent of any Latent Condition within 5 Business Days of the date upon which it discovered or ought to have discovered the Latent Condition.

20. VARIATIONS

20.1 If, at any time during the progress of the work under the Contract, the Superintendent determines that the scope of the Works should be varied, the Superintendent may order the Contractor to increase, decrease or omit any part of the Works or change the character or quality of any material or work.

20.2 The rate or price payable for the variation shall be determined by agreement between the Contractor and the Superintendent, or if agreement cannot be reached, clause 26 applies.

21. SECURITY AND PAYMENT

21.1 The Principal shall be entitled to retain 10% of each progress payment under this clause 21 as security for the Contractor's performance of its obligations under the Contract. The entitlement to such deductions shall cease when the Principal holds 5% of the Contract Sum.

21.2 The Principal shall release at Practical Completion that part of such security that leaves the Principal holding 2.5% of the Contract Sum. Interest shall not be payable on retained moneys held by the Principal as security.

21.3 Within 14 days of the issue of a Final Certificate in accordance with Clause 18.4 the Principal shall release to the Contractor any security then held by the Principal under this clause 21. No certificate of the Superintendent shall be deemed to signify approval or acceptance of any completed work.

21.4 The Contractor shall submit claims for payment to the Superintendent at the times specified in the Schedule. To constitute a progress payment claim under the Contract the following documentation shall be submitted with the claim:

- (a) details of the value of Work completed;
- (b) documentary evidence of the payment of moneys due and payable to workers of the Contractor, the subcontractors, and workers of the subcontractors pursuant to the provisions of clause 23; and
- (c) certificates of currency of all insurances required under the Contract.

Upon receipt of a payment claim submitted in accordance the Contract the Principal shall assess and issue to the Contractor within 10 business days of such receipt a payment schedule setting out the amount that the Principal intends to pay in relation to the relevant payment claim and, if that amount is less than that claimed, the reasons for the difference. The Principal shall pay the Contractor the amount set out in the payment schedule at the end of the month following the month in which the payment claim was properly made.

The Principal may deduct from moneys otherwise due to the Contractor:

- (a) any debt or other moneys due from the Contractor to the Principal; or

- (b) any claim to money which the Principal may have against the Contractor whether for damages (liquidated or unliquidated) or otherwise, whether under the Contractor or on any other legal or equitable basis.

21.5 Nothing in clause 21 affects the right of the Principal to recover from the Contractor the whole of the debt or claim or any balance that remains owing.

This clause shall survive any termination of the Contract.

22. LIQUIDATED DAMAGES

22.1 Where an amount for liquidated damages is specified and if the Contractor shall fail to complete the Works by the Date for Practical Completion, then the Contractor shall pay the Principal the sum set out in Item 11 of the Schedule, for such default, and not as or in the nature of a penalty, for every week or part of a week by which completion of the Works is delayed.

23. PAYMENT OF WORKERS WAGES AND ALLOWANCES

23.1 The Contractor shall make and deliver to the Principal a statutory declaration that:

- (a) all workers who are or at any time have been engaged on the work under the Contract have been paid in full all amounts which have become payable to them under any statute, ordinance of subordinate legislation, or by any relevant, determination, judgment or order of any competent court, board commission or other industrial tribunal;
- (b) it has paid all payroll tax due in respect of employees who have performed work under this Contract as required under the Payroll Tax Act 1971 (NSW); and
- (c) it has and shall maintain in force valid workers compensation insurance in respect of work done in connection with the Contract and has paid all workers compensation insurance premiums payable in connection with the Contract, as required under the Workers Compensation Act 1987 (NSW).

24. DEFAULT OR BANKRUPTCY OF CONTRACTOR

24.1 If the Contractor

- (a) fails to commence the Works within the period specified by the Contractor; or
- (b) or has failed to carry out the Works at a rate of progress satisfactory to the Superintendent; or
- (c) has neglected or omitted to carry out any instructions of the Superintendent in respect of the Works; or
- (d) has failed to complete the whole of the Works by the Date for Practical Completion; or
- (e) has intimated that it is unwilling or unable to complete the Works by the Date for Practical Completion; or
- (f) has committed an act of bankruptcy, becomes insolvent or the Principal reasonably considers that the Contractor is likely to become insolvent, the Principal may, by giving seven days' notice in writing, terminate the Contract.

24.2 If the Contract is terminated pursuant to this clause, all moneys held by the Principal may be utilised by the Principal for the purpose of completing the Works and the Principal's remedies, rights and liabilities shall be the same as they would have been under the law governing the Contract, had the Contractor repudiated the Contract and the Principal elected to treat the Contract as at an end and recover damages.

25. TERMINATION FOR CONVENIENCE

25.1 Without prejudice to any of the Principal's other rights under the Contract, the Principal may:

- (a) at any time for its sole convenience, and for any or no reason, by written notice to the Contractor terminate the Contract effective from the time and date stated in the Principal's notice; and
- (b) if it so terminates the Contract complete any uncompleted part of the Works by itself or engage other contractors to carry out any uncompleted part of the works.

25.2 If the Principal terminates the Contract under clause 25.1, the Contractor:

- (a) shall, subject to clause 21.2 be entitled to payment for work carried out prior to the date of termination;
- (b) the amount that would have been payable to the Contractor under the Contract if the Contract had not been terminated and the Contractor submitted a payment claim for that part of the Works;
- (c) the cost of goods and materials reasonably ordered by the Contractor for the Works for which the Contractor is legally bound to pay; and
- (d) the reasonable cost of removing from the site all labour, construction plant, temporary works and other things used in carrying out the Works.

25.3 The Contractor shall take all reasonable steps to mitigate the costs referred to in clause 25.2 and as a condition precedent to any entitlement to payment under paragraph 25.2, hand over to the Principal the originals of any documents provided by or on behalf of the Principal.

25.4 The amount that the Contractor is entitled to under this clause 25 shall be a limitation upon the Principal's liability to the Contractor arising out of, or in any way in connection with, the termination of the Contract by the Principal under clause 25.1 and the Contractor shall not make any claim against the Principal arising out of, or in any way in connection with, such termination of the Contract, other than for the amount payable under clause 25.2.

25.5 Clause 25.2 shall survive termination of the Contract under clause 25.1

26. SETTLEMENT OF DISPUTES

26.1 If any difference or dispute (together called a Dispute) between the parties arises out of or in relation to this Contract or the Works then any party may give the other a notice of dispute (Notice of Dispute) adequately identifying and providing details of the Dispute.

26.2 Notwithstanding the existence of a Dispute, the parties shall, subject to the provisions of the Contract, continue to perform their obligations under the Contract.

26.3 Within 14 days after receiving a Notice of Dispute, authorised representatives of the Principal and the Contractor shall confer at least once to resolve the Dispute or to agree on methods of doing so. For every such conference, each party shall ensure that its representative holds the authority to agree to resolution of the dispute. All aspects of every such conference except the fact of occurrence shall be privileged.

26.4 If the dispute has not been resolved within 14 days of service of the Notice of Dispute, that Dispute shall be and is hereby referred to expert determination in accordance with this clause 26. Such referral shall be a condition precedent to the commencement of any proceedings (including but not limited to litigation proceedings). The expert shall be experienced in dealing with the matters which are the subject of the Dispute.

26.5 The parties shall enter into an agreement with the expert in the form customarily used by the expert.

26.6 The parties agree that nothing in this clause 26 constitutes an arbitration agreement within the meaning of the Commercial Arbitration Act 1984 (NSW). The expert shall make a determination as expert and not as arbitrator and may reach a decision from his or her own knowledge and expertise.

26.7 The determination of the expert shall be in writing and shall be final and binding except where the amount payable by one party to the other exceeds \$100,000 and a party commences court proceedings within 28 days of the date upon which the determination issued.

27. WARRANTIES

27.1 The Contractor warrants that:

- (a) it has the necessary skill and expertise required to perform the Works;
- (b) it holds all necessary licences, permits and permissions required as a matter of law to undertake the Works;
- (c) the Works when complete shall be free from defects including defects in performance and workmanship, shall be of merchantable quality, shall be fit for the Principal's intended purpose and shall operate satisfactorily in the environment in which the Principal intends to use the Works;
- (d) if samples have been supplied and approved by the Principal, the Works shall be in accordance with samples approved; and
- (e) it shall be fully responsible for the care of the Works (including but not limited to all goods on site) and the reinstatement of any damage to the Works (and any areas adjacent to the Works) until Practical Completion has been achieved.

28. CIVIL LIABILITY ACT EXCLUSION

28.1 The provisions of Part 4 of the Civil Liability Act 2002 (NSW) do not apply to any claim the Principal brings or may bring against the Contractor or any of its servants,

agents, employees, nominees or subcontractors arising out of, under, or in any way related to the subject matter of this Contract.

29. WORK HEALTH AND SAFETY

Work Health and Safety appointment

To the extent any work under this Contract is construction work, demolition work, or asbestos removal work to which clause 289 of the Work Health and Safety Regulation 2017 (NSW) (the Regulation) applies, and:

- (a) In engaging the Contractor, the Principal authorises the Contractor to have management or control of the workplace and to discharge the duties of a Principal Contractor under Chapter 6: Construction Work of the WHS Regulation.
- (b) The Contractor is to meet all the duties of a Principal Contractor as required by the WHS Act 2011 and Regulation 2017.

Subcontractors and contractor obligations

The Contractor:

- (a) shall ensure that it and all sub-contractors engaged by the Contractor in connection with the Works comply with their respective obligations under the Work Health and Safety Act 2011 (Act) and the Regulation 2017; and
- (b) shall ensure that it carries out the works in a manner which ensures that the Principal satisfies its obligations under the Act and the Regulation.

30. CHAIN OF RESPONSIBILITY

30.1 The Contractor must ensure compliance with the Chain of Responsibility as outlined in the Heavy Vehicle National Law (NSW). The Chain of Responsibility applies to all parties in the use of heavy vehicles (over 4.5 tons). This requires every responsible person in the supply chain to take positive steps to prevent mass, load restraint, dimension, and fatigue and speed offences. The Superintendent may undertake random reviews during the completion of the project to ensure compliance to the Chain of Responsibility.

31. GOVERNING LAW

31.1 This Contract is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

32. SEVERANCE AND WAIVER

32.1 If any provision or part of any provision in the Contract is unenforceable, such unenforceability does not affect any other part of the Contract.

32.2 No waiver or variation of the Contract shall be binding upon the Principal unless a duly authorised officer of the Principal agrees to the waiver or variation in writing.

32.3 The Contractor shall confirm with the Principal that no variations have been made to the Contract prior to the Contractor commencing the Works.

32.4 The rights of the Principal under the Contract are cumulative and the exercise by the Principal of one right does not constitute the waiver of another.

33. GST

33.1 GST Law means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other law dealing with the imposition or administration of goods and services tax in Australia. Terms used in this clause which are defined in the GST Law have the meanings given in that law.

33.2 Each party warrants to the other that it is registered for GST. Each party shall notify the other party if it ceases to be registered for GST.

33.3 Amounts payable under this Contract do not include GST unless otherwise stated.

33.4 If any payable made or other consideration given by a party (Payer) in connection with the Contract does not include GST and is the consideration for a taxable supply for which the party who makes the supply (Supplier) is liable for GST, the Payer shall, at the same time as the consideration is given, pay to the Supplier an additional amount equal to the amount of the consideration multiplied by the rate of GST under the GST Law.

33.5 Any reference in the Contract to a cost or expense to be reimbursed by one party to another (Payee) includes any GST payable in connection with a taxable supply to which that cost or expense relates, less the amount of any input tax credit that the Payee or, if the Payee is a member of a GST group, the representative member of the GST.

34. SCHEDULE

Item	Description	Details
1	Contractor	Conseth Solutions Pty Ltd
2	Principal	Narromine Shire Council
3	Works	Construction of subdivision infrastructure
4	Term	20 April 2026, until completion of works, unless terminated earlier, in accordance with this Contract
5	Lump sum payment	\$5,856,416.43 (GST EX)
6	Bill of Quantities	Not Applicable
7	Schedule of Rates	Not Applicable
8	Contractors risk policy (or a similar policy) cover amount	MECON Insurance Policy Number: [REDACTED]
9	Public Liability Policy cover amount	\$20M, Policy Number [REDACTED]
10	Defects Liability Period	12 months
11	Liquidated Damages	Not applicable
12	Date for Practical Completion	30 th January 2027
13	Date for Payment Claims	25 th of each month
14	Principled supplied information	12634455-REP-0_Concept Design 1 Civil Design Doc OP0004-PSS-HY-REP-Craigie Lea Subdivision_B Tender NSC_ 2026_5 Craigie Lea Lane Industrial Development Water pipeline supply guide 030226 Watermain Bracket DRG-001

		42595 - Craigie Lea Lane_Builder's Bill - F3 Addendums 1 – 6.
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Schedule 3 Introduction and Specification

2026/05 - Civil Infrastructure Works to Support the Development of Craigie Lea
Industrial Estate Development†

Narromine Shire Council
124 Dandaloo Street, Narromine, NSW, 2821
ABN: 99 352 328 405

INTRODUCTION

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Contractor must deliver the works in accordance with the Contract, approved design drawings and specifications, relevant Australian Standards, and all applicable legislation. The Contractor is responsible for providing all labour, plant, materials, supervision, traffic control, and WHS and environmental management required to complete the works.

1.2 TENDER DOCUMENTS

The Contractor must coordinate with Council and relevant utility/service authorities, maintain site access and safety at all times, undertake all required inspections, testing and quality assurance, and provide completion documentation including works-as-executed (WAE) / as-built records to support subdivision certification.

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Introduction;
- (b) Part 2 – Specification and/or plans/drawings;
- (c) Part 3 – Special Conditions of Contract;
- (d) Part 4 – General Conditions of Contract;
- (e) Part 5 – Tenderer's Returnable Schedules;
- (f) Part 6 – Formal Instrument of Agreement;
- (g) Part 7 – Notice of Acceptance;

The Tenderer warrants and represents that it will, prior to submission of Tender, obtain the information and documentation referred to above and will obtain all other information relevant to the services, contingencies and other circumstances having an effect on its Tender.

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach to your Offer form as part of your Tender;
Contact Officer:	Means the person identified under paragraph 1.5 of this Part 1;
Conditions of Tendering:	Means the conditions set out under paragraph 1.14 of this Part 1;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 4;

Information:	Means the information contained in this Request or sent with it or which has been or will be made available to the Tenderer in connection with any further enquiries in relation to its subject matter;
Non-Conforming Tender:	Means a Tender which: (a) does not comply with any requirement specified in these Conditions of Tendering; or (b) contains any qualifications, condition or other indication that the Tenderer is not willing to perform the contract in strict accordance with the contract;
Notice of Acceptance:	Means the notice of acceptance set out in Part 7;
Offer Form:	The Offer Form set out in Part 5 of this Request;
Principal:	Narromine Shire Council
Request or Request for Tender:	Means the documents listed under paragraph 1.2 of this Part 1;
Requirements:	The Works requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Special Conditions:	The additional contractual terms;
Specification:	The statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer Form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit a Tender to the Principal.

In this Request:

- (a) unless the context otherwise requires, the singular includes the plural and vice versa and words importing persons shall include partnerships and corporations and vice versa;
- (b) a reference to an Act includes all regulations, proclamations, instruments, policies and codes made under that Act.

1.4 HOW TO PREPARE YOUR TENDER

Carefully read all parts of this document.

- (a) Ensure you understand the Requirements.
- (b) Complete and return the Returnable Schedules (Part 5) in all respects and include all Attachments.
- (c) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (d) Lodge your Tender before the Deadline.

1.5 CONTACT PERSONS

Tenderers should not seek information from any person(s) or rely on any information provided by any person(s) other than the Contact Officer: -

Name: Phil Johnston
Position: Director Community and Economic Development
Email: pjohnston@narromine.nsw.gov.au

1.6 PRE QUALIFICATION REQUIREMENTS

Not applicable.

1.7 TENDER BRIEFING/SITE INSPECTION

There will be no tender briefing meeting for this tender.

A site inspection is encouraged, and tenderers are invited to organise a site visit in the period between 16th-20th February 2026.

To organise a site visit please contact the nominated contact person.

1.8 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer Form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria.

Subject to the Principal's right to decline to accept any of the Tenders, the Principal will accept the Tender which, having regard to all the circumstances, appears to be the most advantageous.

1.9 SELECTION CRITERIA

In addition to price, tenderers must meet the following minimum criteria.

1.10 COMPLIANCE CRITERIA

Compliance criteria are specified within Part 5 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.11 QUALITATIVE CRITERIA

It is essential that Tenderers address each qualitative criterion. Failure to provide the specified information may result in elimination from the tender evaluation process.

1.12. PRICE BASIS

All prices for Works offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include, without limitation, all costs associated with the works and all applicable levies (including long service levy), duties (including customs duty), taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.13 COMPLIANCE WITH POLICIES

Tenderers are advised that the Principal undertakes procurement in accordance with applicable legislative requirements and Council's adopted governance and procurement frameworks. Tender submissions and evaluation will be undertaken having regard to the principles of fairness, transparency, probity, value for money, and effective risk management.

Tenderers must ensure their submission and delivery of the works complies with all relevant legislation, standards, and Council requirements, including (but not limited to):

- Council Procurement / Tendering requirements, including evaluation based on value for money (not solely lowest price)
- Probity and governance requirements, including confidentiality, fairness, and management of conflicts of interest
- Council's Code of Conduct expectations while working on Council sites and interacting with staff and the community
- Work Health and Safety (WHS) obligations, including compliance with the Work Health and Safety Act 2011 (NSW) and Council's contractor WHS management requirements
- Environmental management requirements, including erosion and sediment control, waste management, dust/noise controls, and compliance with all relevant approvals and conditions
- Risk management requirements, including identification and management of project, safety, environmental and program risks
- Insurance requirements, including evidence of appropriate cover (e.g. Public Liability, Workers Compensation and other insurances as specified in the Contract)

1.14 CONDITIONS OF TENDERING

1.14.1 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this Request is **5pm Wednesday 11 March 2026**.

1.14.2 Place to Lodge Tenders

Tenders are to be:

placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request but with no indication of the identity of the Tenderer; and delivered by hand and placed in the Tender Box at 118 Dandaloo Street, Narromine, NSW (by the Tenderer or the Tenderer's private agent)

Or

Lodged on Council's e-tendering portal Tenderlink.

Tenderers must ensure that they have provided 1 signed copy of their Tender. Any brochures or pamphlets must be attached to the copy.

1.14.3 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request.

The Principal may reject any Non-Conforming Tender.

1.14.4 Information to be submitted with tender

The Tenderer must submit the following documents as part of its Tender:

- (a) Offer Form (Part 5);
- (c) Tenderer's Checklist (Part 5)
- (d) Selection Criteria (Part 5)
- (e) Price Information (Part 5)
- (f) Tenderer's Work Safety and Health Management System Questionnaire (Part 5)
- (g) Tenderer's Resources Schedule (Part 5)
- (h) Supplier Sustainability Assessment Questionnaire (Part 5)
- (i) Statutory Declaration of Compliance and Conflict of Interest (Part 5)
- (j) Attachments

1.14.5 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The

Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted and may waive any irregularities therein.

A Tender shall be accepted (and for all purposes shall be deemed to be accepted) when a Notice of Acceptance is handed to the Tenderer or is delivered by prepaid post to the address furnished in the Offer Form. In the latter case, the time of posting shall be deemed to be the time of acceptance.

The Tender and the acceptance thereof shall constitute a binding contract between the Principal and the Tenderer on and subject to the terms of the:

- Tenderer's Returnable Schedules (Part 5);
- Formal Instrument of Agreement (Part 6);
- Special Conditions of Contract (Part 3);
- General Conditions of Contract (Part 4);
- Specification (Part 2);
- Notice of Acceptance (Part 7)

The Tenderer must thereafter, at the direction of the Principal, execute as a deed the Formal Instrument of Agreement.

1.12.6 Confidentiality

The Information is made available on condition that it is treated as confidential by the Tenderer and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a Tender to be made, for example by disclosure by a Tenderer to its insurers or professional advisers, provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of the Principal) to keep such information confidential. Other than specified above, or as required by law, and save insofar as the information is in the public domain, Tenderers shall not make any of the Information available to any other parties in any circumstances without the prior written consent of the Principal nor use it for any purpose other than that for which it is intended.

1.12.7 Non-Conforming Tenders

The Principal reserves the right to accept a Non-Conforming Tender.

1.12.8 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's decision for determining the Tender, whichever is the later (the Tender Validity Period) unless extended by mutual agreement between the Principal and the Tenderer in writing. Tenderers may withdraw their Tender at any time after the expiration of the Tender Validity Period.

1.12.9 General Conditions of Contract

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Subdivision Works, Craigie Lea Industrial Estate (refer to Part 4).

1.12.10 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in the Principal's Request and those in the General Conditions of Contract, the terms and conditions appearing in the Principal's Request will have precedence.

1.12.11 Tenders to Inform Themselves

The Information has been provided in good faith. It is intended only as an explanation of the Principal's requirements and is not intended to form the basis of a Tenderer's decision on whether to enter into any contractual relationship with the Principal.

The Information provided does not purport to be all-inclusive or to contain all information that a prospective contractor may require. Tenderers and their advisers must take their own steps to verify information which they use and must make an independent assessment of the opportunity described in this Request after making such investigation and taking such professional advice as they deem necessary.

Tenderers will be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with this Request and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- (d) satisfied themselves they have a full set of the Request documents and all relevant attachments which includes all pages which are numbered consecutively and that all supplements referred to are also included.

None of the Principal, the Principal's members, directors, officers, employees, agents or advisors make any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the Information.

Neither the Principal nor their professional advisors shall be liable for any loss or damage arising as a result of reliance on the Information nor for any expenses incurred by Tenderers at any time.

Any advisers or agents appointed by the Principal, whether legal, financial, technical or other, will not be responsible to anyone other than the Principal for providing advice in connection with the Request.

1.12.12 Amendments to the Request

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal may by issuing Addenda to all registered Tenderers amend or supplement the issued Request documents before the Deadline. Tenderers must acknowledge receipt of Addenda if requested by the Principal.

1.12.13 Risk Assessment

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer, so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

In submitting a Tender, the Tenderer will be taken to have consented to the Principal accessing this risk assessment and information, including any personal information contained therein.

1.12.14 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process provided that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

The Tenderer does not acquire any intellectual property rights in the Request documents. Tenderers shall not reproduce any of the Request documents in any material form (including photocopying or storage in any medium by electronic means) without the written permission of the Principal other than for use strictly for the purpose of preparing Tenders.

1.12.15 Canvassing of Officials

Any Tenderer who, to solicit support for their Tender or otherwise seek to influence the outcome of the tender process:

- (a) offers any inducement, fee or reward to any member or officer of the Principal or any person acting as an advisor for the Principal; or
- (b) canvasses any of the persons referred to in paragraph 1.12.15(a); or
- (c) contacts any member or officer of the Principal about the Request or any process relating thereto, except as authorised by this Request including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such member or officer,

may, at the Principal's discretion, be disqualified from any further involvement in this tender process (without prejudice to any other civil remedies available to the Principal and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

1.12.16 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the individual, individuals, corporation or corporations named as the

Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.12.17 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be recorded at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on **13th March 2026, 10am**, Narromine Shire Council, 118 Dandaloo Street, Narromine.

1.12.18 Costs Of Tender

Tenderers remain responsible for all costs incurred by them in connection with their Tender whether before or after the submission date and whether incurred directly by them or their advisors and regardless of whether such costs arise as a consequence direct or indirect of any amendments made to the Request by the Principal at any time. For the avoidance of doubt, the Principal shall have no liability whatsoever to Tenderers for the costs of any negotiations conducted in the event that the Principal decides not to accept any Tenders.

1.12.19 Clarification Of The Request

If the Tenderer has any doubt as to the meaning of any part of this Request or the scope of the work required thereunder then the Tenderer should seek to clarify any point of doubt or difficulty with the Contact Officer before submitting a Tender. All requests for clarification must be made in writing and the Contact Officer will, so far as practicable, respond in writing.

All questions and answers will be circulated save where Tenderers have marked their requests for clarification or further information "Confidential – not to be circulated to other Tenderers". At its absolute discretion, the Principal will respond to that specific request privately, providing that the principle of "equal availability of information to all Tenderers" is not breached. If the Principal is not prepared to respond privately, the Principal will ask the Tenderer to retract the query or remove its confidentiality requirement.

The Principal reserves the right not to answer requests for clarifying information made within seven days prior to the Deadline.

1.12.20 Non Collusion

Any Tenderer who:

- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Tenderers; or

- (b) enters into any agreement or arrangement with any other Tenderer that it shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) causes or induces any person to enter such agreement as is mentioned in either paragraph 11.12.20(a) or 11.12.20(b) above or to inform the Tenderer of the amount or approximate amount of any rival Tender for the Contract; or
- (d) canvasses any of the persons referred to in 11.12.20(a) and 11.12.20(b) above in connection with the Tender or the outcome of the tender process; or
- (e) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omission; or
- (f) communicates to any person other than the Principal the amount or approximate amount of its proposed Tender (except where such disclosure made in confidence in order to obtain quotations necessary for the preparation of the Tender, for insurance or contract guarantee bonds and/or performance bonds or professional advice required for the preparation of a Tender),

may, at the discretion of the Principal, be disqualified from any further involvement in this tender process (without prejudice to any other civil remedies available to the Principal and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

1.12.21 Publicity

Tenderers must obtain the written approval from the Contact Officer before any disclosures relating to the Tender or the contract are made to the press or in any other public domain. Tenderers must not undertake any publicity activities with any part of the media in relation to the Tender or contract without the agreement of the Principal, including agreement on the format and content of any publicity.

1.12.22 Registration Or Licensing Of Contractors

Where an Act requires that a contractor (as defined by the Act) be registered or licensed to carry out the work described in the Request, the Tenderer shall state on the Offer Form in the schedule, its registration or licence number. The Tender may not be considered if the Tenderer fails to provide such registration or license number.

1.12.23 Variation of tender

- (a) At any time before the Principal accepts any of the Tenders that it has received for the Contract, a person who has submitted a Tender may, subject to subparagraphs (b) and (c) below, vary the Tender:
 - (i) by providing the Principal with further information by way of explanation or clarification, or
 - (ii) by correcting a mistake or anomaly.
- (b) Such a variation may be made either:
 - (i) at the request of the Principal, or
 - (ii) with the consent of the Principal at the request of the Tenderer, but only if, in the circumstances, it appears to the Principal reasonable to allow the Tenderer to provide the information or correct the mistake or anomaly.

- (c) If a Tender is varied in accordance with this paragraph, the Principal will notify in writing all other Tenderers whose Tenders have the same or similar characteristics as the varied Tender, and provide them with the opportunity of varying their tenders in a similar way.
- (d) The Principal will not consider a variation of a Tender made under this paragraph if the variation would substantially alter the original Tender.

SPECIFICATION

2.1 INTRODUCTION

This specification forms part of the contract documents and is to be read in conjunction with the conditions of contract, drawings, schedules, and any other documents issued as part of this request for tender.

The works generally comprise civil construction associated with subdivision development at the Craigie Lea Lane industrial estate, including (as applicable) earthworks, roadworks, stormwater drainage, installation of water and sewer services, service conduits, reinstatement works, and all associated testing, inspections, commissioning, and completion documentation.

The contractor shall provide all labour, plant, equipment, materials, supervision and management necessary to complete the works in accordance with:

- the contract documents
- approved design drawings and specifications
- relevant Australian standards and codes of practice
- applicable legislation, approvals and conditions
- the Principal's requirements.

The contractor is responsible for programming and coordinating the works, including liaison with council, utility/service authorities, subcontractors and stakeholders, to ensure the works are delivered safely, in an orderly manner, and within the agreed timeframe.

2.2 BACKGROUND INFORMATION

The Principal is undertaking subdivision works within the Craigie Lea Lane Industrial Estate to support the orderly development and servicing of industrial land and to improve the availability of development-ready allotments.

The proposed works form part of the Principal's ongoing commitment to enabling economic growth and investment in the Narromine local government area by delivering core infrastructure, improving site access and providing essential services to support industrial development.

The Principal is seeking tenders from suitably experienced civil construction contractors to undertake the works in accordance with the approved design documentation, relevant standards, and the Principal's requirements. The successful contractor will be expected to work closely with the Principal and relevant service authorities to deliver a high quality outcome that supports subdivision certification and registration.

2.3 SCOPE OF WORK

The Works comprise the construction of civil subdivision infrastructure at the Craigie Lea Lane Industrial Estate, Narromine, generally in accordance with the design drawings labelled 40038 C00-F and associated specifications.

The scope also includes the development and construction of the water pipeline between the Narromine Water Treatment Plant and Craigie Lea Lane, in accordance with the concept design dated August 2024 from CH00.0, including all associated ancillary and connection works.

Note that the pipeline crossing of Gainsborough road (CH1607 to CH1623) is completed.

Electricity supply works are not considered in this tender scope.

Works include (but are not limited to):

- site establishment, traffic control and implementation of WHS and environmental management measures
- survey set-out and construction to design levels and alignments
- clearing (if required), bulk earthworks, cut/fill, trimming and compaction
- construction of subdivision roadworks including subgrade preparation, pavement layers and associated civil works
- stormwater drainage works including pits, pipes and outlet structures
- installation of underground services (as applicable) including water, sewer and service conduits/pits
- construction of the water pipeline (Water Treatment Plant to Craigie Lea Lane), including trenching, bedding, pipe laying, valves/air valves/scours (as applicable), thrust restraints, testing, disinfection and commissioning
- reinstatement and finishing works including clean-up and rehabilitation of disturbed areas
- inspections, testing, quality assurance and completion documentation including works-as-executed (WAE)/as-built drawings.

The Contractor is responsible for delivering all works necessary to achieve practical completion and support subdivision certification and project close-out in accordance with the Principal's requirements.

2.4 SPECIFIC REQUIREMENTS OF THE CONTRACT

Compliance with Drawings and Documentation

The Contractor must undertake and complete the Works in accordance with the Contract documents, including the issued design documentation and drawing set 40038 C00-F and the GHD water pipeline concept drawings (and any associated schedules, details and notes). All dimensions, levels, set-out and construction requirements shown on the drawings shall be adhered to. Where discrepancies are identified between drawings, specifications or other Contract documents, the Contractor must promptly notify the Principal and obtain written clarification prior to proceeding.

Compliance with Australian Standards and Codes

All materials, workmanship and construction practices shall comply with the relevant Australian Standards, Austroads, WSA03 NSW Regional Code and applicable industry codes of practice, as well as all statutory and regulatory requirements. Where the Contract documents specify particular standards, those standards shall apply. Where

no standard is specified, the Contractor must comply with the latest current editions of relevant Australian Standards and recognised codes applicable to the Works.

Documents included for tender:

- Barnson Civil design: 40038 C00- F
- GHD: Water supply for Craigie Lea Lane. Concept design report, August 2024
- Watermain Bracket DRG-001
- Aquatec: Pressure sewer system-Rev B, AQT-Pss_REP-10147, November 2025
- 42595-Builders bill- F3- Civils
- Water pipeline supply guide 030226- Water

2.5 IMPLEMENTATION TIMETABLE

It is anticipated that construction will commence in June 2026 and reach practical completion in early 2027.