

SCHEDULE C2. – NOT USED

SCHEDULE C3. – PRELIMINARIES

(Clause 1.1 and 3.1(b)(i))

The Preliminaries generally consist of those functions and tasks, other than as part of the Reimbursable Work, Provisional Sum Work and Design Work, to be performed by the LW Contractor itself including:

- (a) providing the LW Contractor's project management team, site supervision, administration (including personnel to administer, supervise, inspect, coordinate and control the Subcontractors) and support staff, including:
 - (i) wages and salaries (including all applicable taxes);
 - (ii) staff recruitment and relocation costs;
 - (iii) all travel costs, including staff travel costs as well as suitable site vehicles (including running and maintenance costs);
 - (iv) accommodation and meal allowances;
 - (v) communication devices (for example, radios and mobile phones); and
 - (vi) WHS and site inductions, training and personal protective equipment;
- (b) providing suitable information technology, document control, stationary and office supplies, administrative systems, communications systems (including faxes, phones, radios and walkie talkies (or similar)), and other Construction Site consumables for use by the LW Contractor's personnel, Principal's personnel and the Independent Certifier;
- (c) provision, connection and maintenance of site offices, meeting rooms and other accommodation (including any necessary equipment, photocopiers, furniture, lighting, heating and the like) for use by the LW Contractor's personnel including connection to services and associated ongoing running costs such as power phone, data and water;
- (d) establishing on-Construction Site and providing site amenities, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by the LW Contractor's personnel, Principal's personnel and the Independent Certifier;
- (e) development of the layout of the site facilities;
- (f) providing site amenities for Subcontractors;
- (g) security, maintenance and cleaning of all site amenities;
- (h) ensuring that the Construction Site is run in a clean, proper and efficient manner:
 - (i) having due regard to the occupation of premises adjacent to or near to the Construction Site; and
 - (ii) so as to ensure that the working areas are kept clean during the progress of the LW Contractor's Activities and that debris / waste is removed from the Construction Site as it arises and at Construction Completion of the last Portion to reach Construction Completion;
- (i) providing first aid facilities for use by all LW Contractor's personnel, the Principal's personnel and the Independent Certifier;

- (j) provision for external quality and safety audits;
- (k) preparation and updating of management plans;
- (l) provision for public communications and community consultation;
- (m) project related statutory fees and charges including, those referred to in the definition of Authority Approvals;
- (n) carrying out all inductions for all personnel and attendance by the LW Contractor's personnel at Sydney Trains, NSW Trains or Other Contractors' inductions, as required to complete the LW Contractor's Activities;
- (o) setting out the Project Works, including provision of all surveying staff and equipment;
- (p) management of the site investigations;
- (q) interfacing with Interface Contractors;
- (r) developing in conjunction with the Principal's Representative an overall construction methodology;
- (s) attending, preparing and presenting information, and chairing formal and informal briefings and meetings including keeping and distributing minutes of the meetings as required;
- (t) small tools, equipment and disposables necessary for the LW Contractor to discharge its obligations under the deed;
- (u) carrying out the functions and tasks relating to design management, including:
 - (i) determining in conjunction with the Principal's Representative, the breakup of work into construction packages (including staging of the Project Works);
 - (ii) documenting and managing requests for information (RFIs), ensuring RFIs are sent to the appropriate persons with the ability to correctly supply the information and ensuring the information requested is distributed correctly and in a timely manner;
 - (iii) ensuring the requirements of all relevant Authorities and utility service providers are complied with in the design;
 - (iv) completing a detailed cost estimate of the Design Documentation following each design review stage, ensuring the cost estimate satisfies the Target Cost for construction; and
 - (v) reviewing shop drawings and identifying Defects in the drawings and ensuring those Defects are corrected;
- (v) carrying out the functions and tasks relating to construction management, including:
 - (i) ensuring that all necessary Authority Approvals, certificates, licences, consents, permits and approvals required from relevant Authorities, utility companies and adjoining owners are obtained so building and other certificates, licences, consents, permits and approvals may be obtained in a timely manner;

- (ii) ensuring the requirements of all relevant Authorities and utility service providers are complied with during the construction of the Works and Temporary Works;
- (iii) advising on the provision and layout of site facilities and site services and obtaining approval from the Principal's Representative to those site facilities and site services to be provided by the LW Contractor;
- (iv) coordinating and managing of Interface Works and access to worksites and the Construction Site, including as described in Schedule E1;
- (v) monitoring the performance of Subcontractors against the detailed LW Contractor's Program and Cost Plan to enable corrective action to be taken to minimise stoppages and delays;
- (vi) ensuring that Subcontractors make good any damage caused by them to the Project Works (including the work of other subcontractors) or to the Construction Site or site facilities;
- (vii) initiating a system of documentation and records for recording the performance of all Subcontractors;
- (viii) developing in conjunction with the Principal's Representative an overall construction methodology;
- (ix) managing the staging of the Works ensuring suitability and buildability with effective use of the Track Possessions within the project constraints including liaising with and submitting the plan for review by the Principal's Representative, the proposed staging being designed to maintain all rail and station services required to operate the services in a safe manner;
- (x) carrying out progressive work inspections and tests including Authority and utility company inspections and tests;
- (xi) securing the prompt remedying of all Defects by Subcontractors in accordance with their Subcontracts; and
- (xii) securing the prompt remedying of all Defects discovered following Completion of each Portion and during the Defects Correction Period;
- (w) carrying out the functions and tasks relating to interface management, including:
 - (i) coordinating and managing the Interface Works; and
 - (ii) coordinating and managing access to the Construction Site for Interface Contractors, including as described in Schedule E1;
- (x) carrying out the functions and tasks relating to the role of principal contractor and in respect to fulfilling the Principal's obligations under all relevant safety interface agreements.
- (y) protecting and safeguarding the LW Works, materials and plant against the effects of the weather and against damage, trespass or theft; and
- (z) temporary screens, temporary fencing, hoardings, guard rails, barriers, gantries and the like together with any warning notices, night lighting and the like, in respect of fixed site compounds.

SCHEDULE C4. – DESIGN WORK

(Clauses 1.1, 3.1(b)(i) and 11.7(c)(iv))

1. Detailed Design

The Designer must prepare and complete the design of the Project Works and Temporary Works by preparing the Design Documentation so that the documents prepared by the Designer are suitable for construction and are fit for their intended purpose.

The Designer must undertake the following as part of the Design Work:

- (a) development of the management plans as outlined in the SWTC, in accordance with the deed and in consultation with the LW Contractor. The Designer must undertake the design development in adherence to these developed plans;
- (b) preparation of designs for the Project Works, including the development of "Approved for Construction" or "AFC" Design Documentation, in accordance with the SWTC;
- (c) development of design packages to support a construction plan that maximises the use of the planned track possession regime and time periods, including the long track closures (or closedowns);
- (d) responsibility for and coordinating the integration of the design developed by Interface Contractors;
- (e) ensuring that the design is compliant with the conditions of the Planning Approval and providing a compliance report;
- (f) obtaining authority approvals, including from Authorities, and building compliance certification;
- (g) provision of practical and cost effective solutions to issues as part of the Design Work;
- (h) clear and timely identification of any concerns, conflicts or discrepancies which may potentially affect the design or Design Documentation;
- (i) ensuring and verifying that the Project Works can be constructed within the Construction Site;
- (j) preparation of design reports and compliance statements for each stage of the design;
- (k) participation in value management workshops, and identification and utilisation of opportunities for value engineering;
- (l) undertaking risk and safety management workshops as part of the design development;
- (m) progressive review of the design of the Project Works to ensure that the Project Works can be effectively maintained;
- (n) reviewing constructability issues, including review of construction methods and material selection, during the design development;
- (o) ensuring that the design and related construction staging minimises the interference with the existing railway network and operators, and involves the minimum practicable (considering safety and reliability) number of dedicated rail track possessions and shared rail track possessions;
- (p) development of a surveillance plan;

- (q) resolution of non-compliances and seeking of waivers if appropriate;
- (r) responding to technical queries;
- (s) effective stakeholder consultation, including utilising stakeholders coordination/consultation meetings and other existing forums;
- (t) presentations to stakeholder(s) at each stage of each design package, in accordance with the deed;
- (u) addressing all stakeholder requirements in the design;
- (v) closing out comments received on submissions;
- (w) assisting in community liaison activities, including preparation of presentations;
- (x) development of safety assurance documentation in accordance with the deed, including updating and maintaining the project specific risk register;
- (y) updating system requirements compliance statements as part of the detailed design report;
- (z) preparation of tender documents and construction documents in accordance with the agreed delivery strategy; and
- (aa) monitoring and reviewing changes to ASA Standards, including assessment of the impact on the design, whether there are safety issues and advising on implications for compliance.

2. Construction Technical Support

The Designer must undertake the following tasks as part of the construction technical support services to enable the LW Contractor to complete the LW Contractor's Activities:

- (a) assist in the definition of contract packages and interfaces with construction;
- (b) provide technical input to the LW Contractor on subcontractor tender lists, Subcontract Tender Documentation, subcontractor tender assessment, and variations to Approved Subcontract Agreements;
- (c) carry out regular inspections of the project on and off site to verify that the project complies with the design documents, including reviewing quality control records and attendance at hold and witness points;
- (d) review of Temporary Works designed by others;
- (e) provide specialist advice during construction and assist with the realisation of the design through the construction process, including monitoring and review of the LW Contractor's (including subcontractors') deliverables;
- (f) manage the receipt of, and respond to, the LW Contractor's queries and requests for information in a timely, effective and complete manner;
- (g) review of the LW Contractor's schedules, samples, prototypes and testing;
- (h) review and approve for manufacturing all workshop drawings prepared by the LW Contractor or its nominated subcontractors;

- (i) attend regular meetings of the LW Contractor and its subcontractors, to answer queries, as necessary;
- (j) liaise with authorities as required;
- (k) provide monthly reports, including details of inspections undertaken, certifications granted, and providing a list of non-compliances and/or Defects identified;
- (l) provide progressive certification of the construction compliance with the design documents;
- (m) provide monthly certification of works in progress in accordance with the deed;
- (n) provide engineering certification (as applicable), prepare work-as-executed drawings and new and/or updated Sydney Trains detailed site survey drawings in accordance with the information provided by the LW Contractor, and prepare asset management information and configuration materials in accordance with Appendix F1 (Technical Management) of the SWTC and Appendix F6 (Asset Management Information), progressively (as elements of the project are completed) and on completion of the Project Works;
- (o) finalise systems engineering and safety assurance documentation;
- (p) assist in the configuration management process;
- (q) assist in the testing, commissioning and completion of the Project Works in accordance with the requirements defined in the SWTC and as required in the deed; and
- (r) provide an appropriately qualified designer to be based on-site full time to aid the management of the above tasks and coordinate the interface between the LW Contractor and the Designer.

SCHEDULE C5. – PROVISIONAL SUM WORK

(Clauses 1.1 and 11.16(c)(i))

The Provisional Sum Work shown below is subject to clause 11.16 of the LW Contract. The Target Cost assumes the outcome that the following Provisional Sums will be instructed and that all the Provisional Sum Work will be performed as part of the LW Contractor's Activities. The Provisional Sum Estimates are inserted below as placeholders until the detailed scope can be provided. Accordingly, the general preliminaries, management fee, management resources and anticipated functional resources required to administer the anticipated Provisional Sum Works (including commercial, engineering, project management, scheduling, WHS, reporting resources and site offices etc.) have been accounted for in the Target Cost and the LW Contractor's Program. The direct works will later be priced and substituted for the amounts allowed for Provisional Sum Work in the Target Cost at the date of the LW Contract as set out in the table below.

Ref	Provisional Sum Works	Location	Description of Provisional Sum Work	Amount allowed for Provisional Sum Work in Target Cost at the date of the LW Contract
PS.1	Northern Connection Works	The operational environment at the southern end of Chatswood Station to the northern dive	Sydney Trains trackwork, completion of the Northern Dive structure and connection of the project to Sydney Metro Northwest, including design, construction, testing and commissioning. This Provisional Sum excludes the design (in relation to LW Works described in Schedule C1, SWTC section 2.3.5 "Open Northern Dive Works") of the Sydney Metro Track system, OHW system and containment system, which design is included within the Design Cost Element.	██████████
PS.2	Expansion of the SMTF Maintenance Facility and provision of Locomotive Shed	Part of the Sydney Metro Train Facility expansion works at Cudgegong Road	SMTF – maintenance facility expansion and fit out in accordance with the SWTC section 2.3.2(d) and including provision of a locomotive shed as per SWTC section 2.3.2(e), including design, construction, testing and commissioning.	██████████
PS.3	BMCS Equipment	Buildings	That part of the LW Contractor's Activities which includes the design, construction, testing and commissioning of Building Management Control System equipment for the LW Works.	██████████
PS.4	Integration of Power Control System	Operational Control Centre at Sydney Metro Train Facility	That part of the LW Contractor's Activities which includes the design, construction, testing and commissioning of a system to integrate the Sydney Metro City & Southwest Power Control	██████████

Ref	Provisional Sum Works	Location	Description of Provisional Sum Work	Amount allowed for Provisional Sum Work in Target Cost at the date of the LW Contract
			System with the existing Sydney Metro Northwest power control system.	
PS.5	Reinstate Hickson Road Wearing Course	North Temporary access shaft, Barangaroo (Site Access Areas SA-G2 and SA-G3)	Reinstatement of road wearing course of Hickson Road where the LW Contractor inherits a site from the TSE Contractor at the North Temporary Access shaft and LW Contractor must reinstate this back to the condition before the TSE Contractor started work.	██████████
PS.6	Hickson Road Monitoring	North Temporary Access shaft, Barangaroo	Monitoring in the vicinity of Hickson Road where the LW Contractor inherits a site from the TSE Contractor at the North Temporary Access shaft.	██████████
PS.7	Extension of Principal Contractor responsibilities from OHW Energisation until Construction Completion	Tunnel Site, entailing the whole tunnel including the Station Trackway Site Areas	That part of the Principal Contractor costs not already included in the Target Cost for the following roles: <ul style="list-style-type: none"> • A suitably competent person to manage site access from a station platform onto the station trackway ██████████ • A P04 competent person to manage train control / possessions within the Tunnel Site during train running periods ██████████ 	██████████
Total amount for PS.1 through PS.7				██████████

SCHEDULE C6. – POST CONSTRUCTION COMPLETION ACTIVITIES

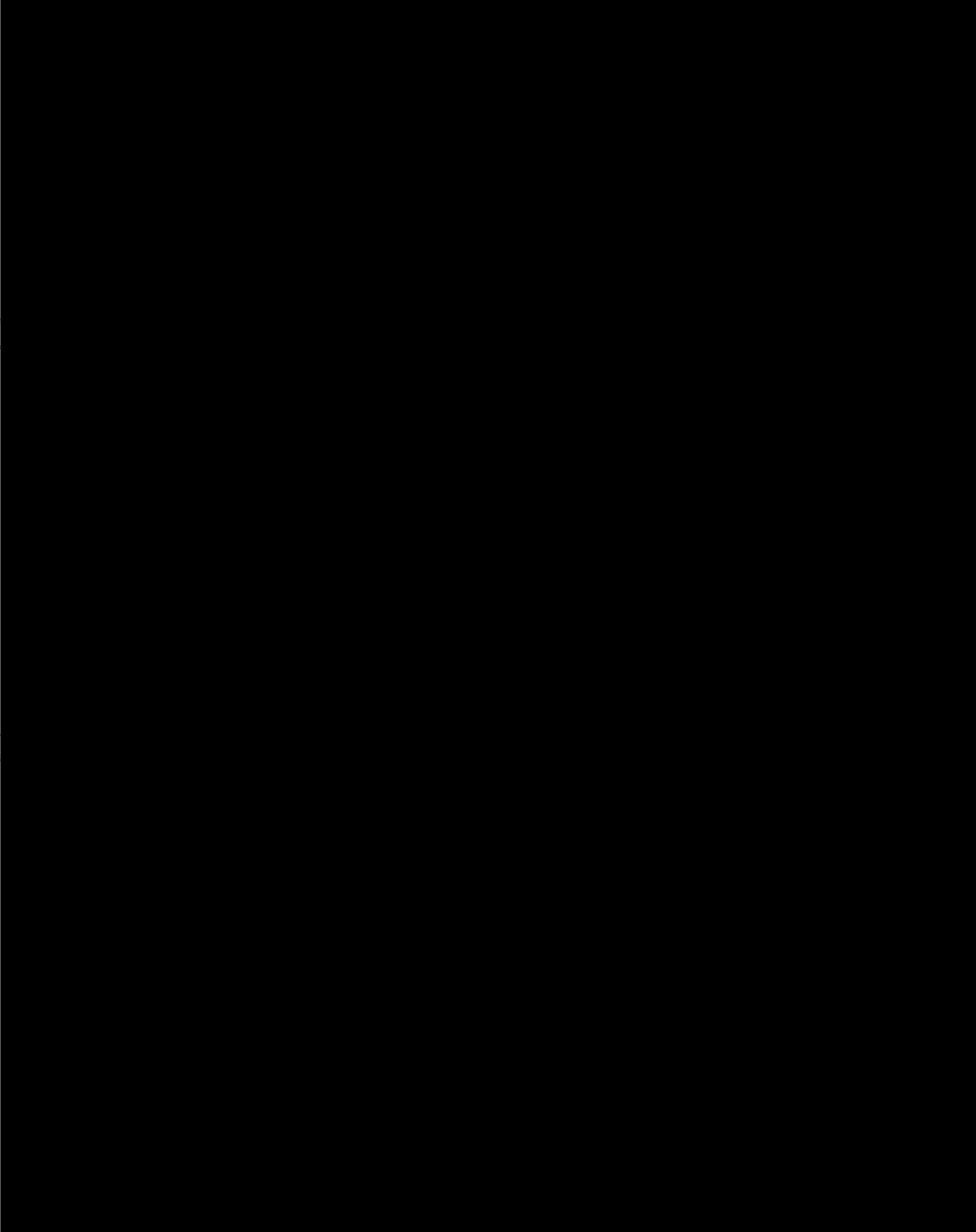
(Clauses 1.1, 4.2, 15.1(a), 15.2(b) and 17A)

1. Post Construction Completion Activities

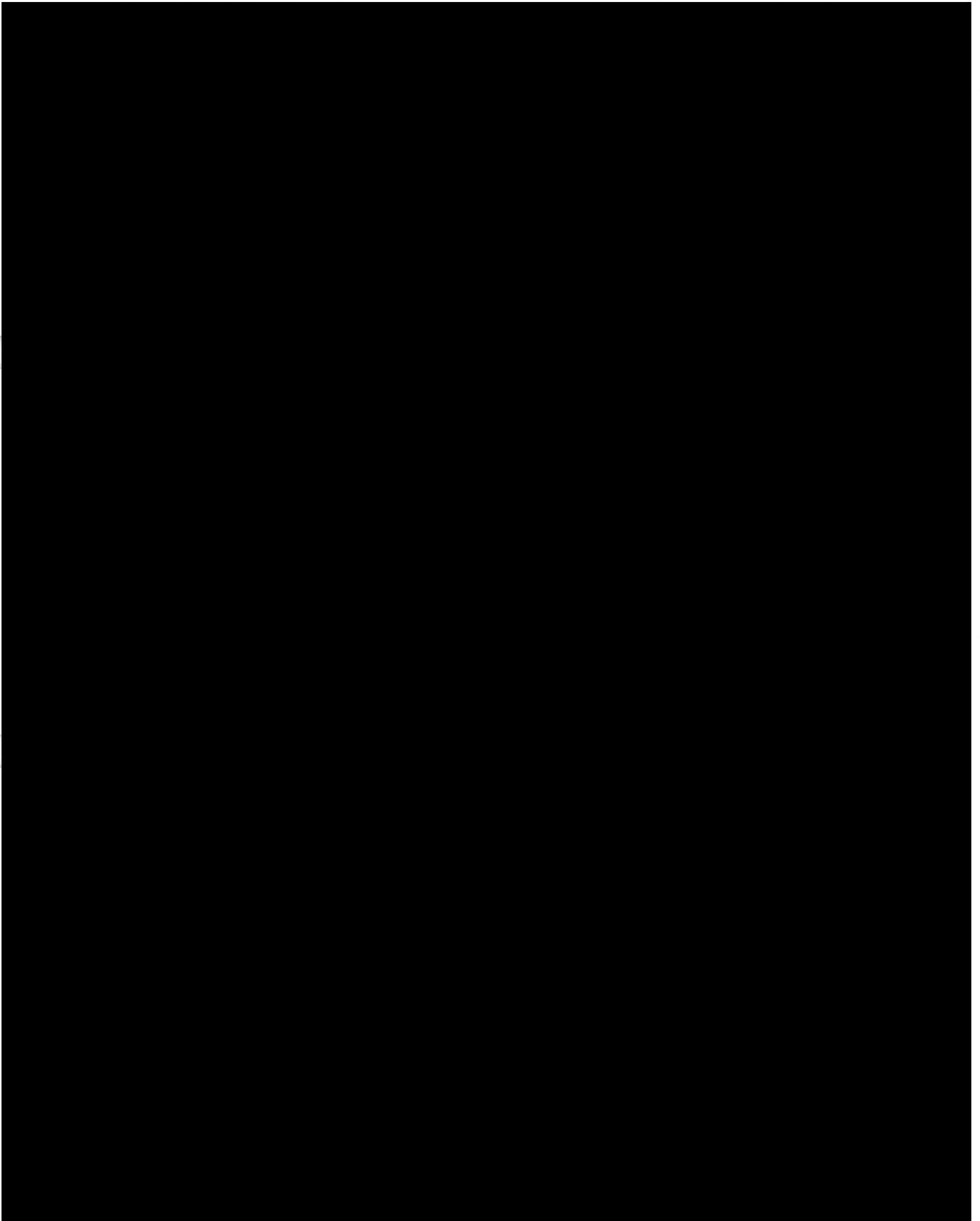
- (a) The LW Contractor must undertake Post Construction Completion Activities to support the Operator carrying out and completing trial running and performance tests.
- (b) The Post Construction Completion Activities include:
 - (i) provision of all access and technical support to the Operator;
 - (ii) attendance at all performance tests, as identified in the SWTC, undertaken by the Operator;
 - (iii) attendance at tests and drills by the Operator during trial running; and
 - (iv) attendance at Authority inspections required by the Operator.

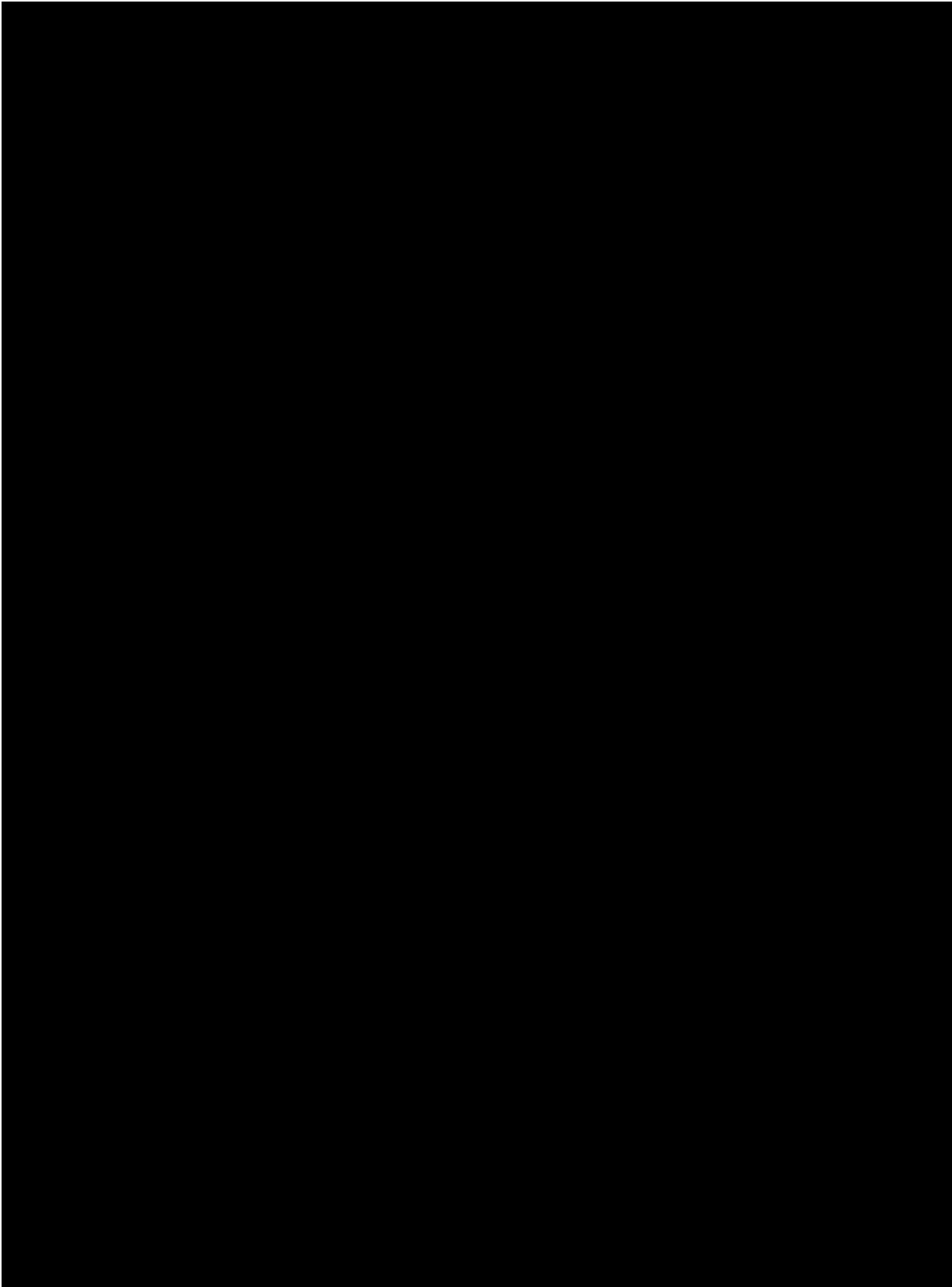
Schedule C7. – Principal's Design Stage 3 Documents

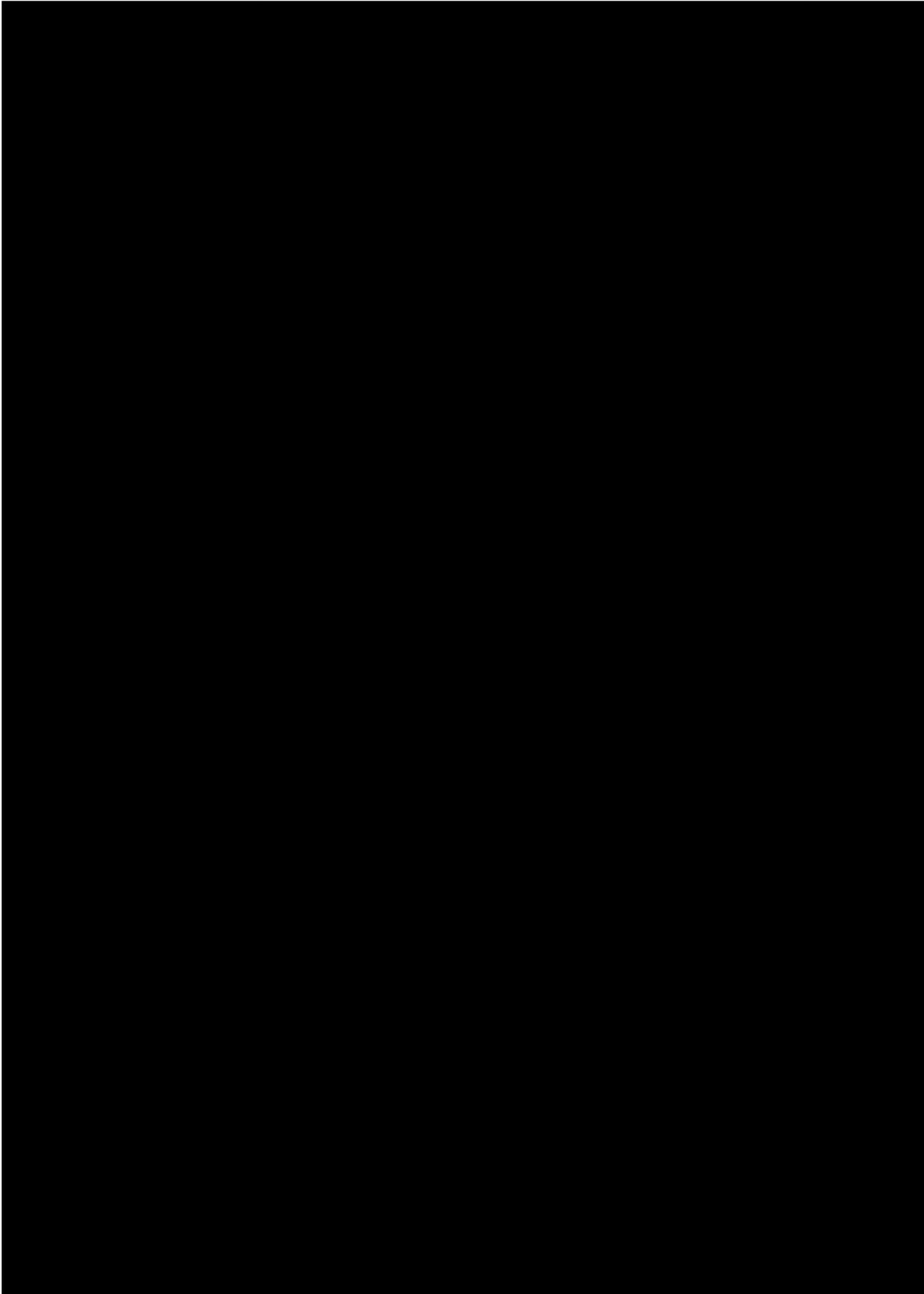
[REDACTED]

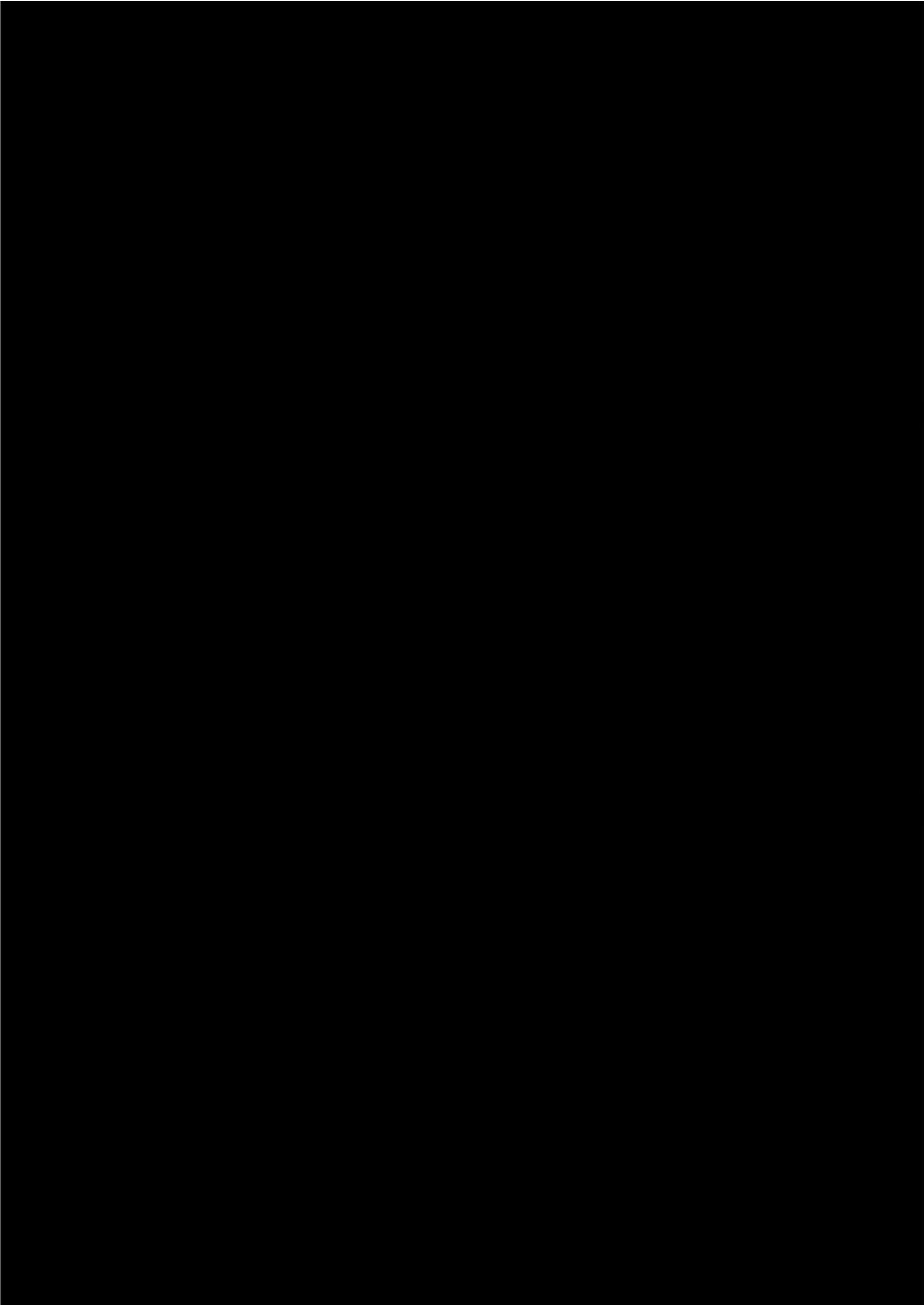


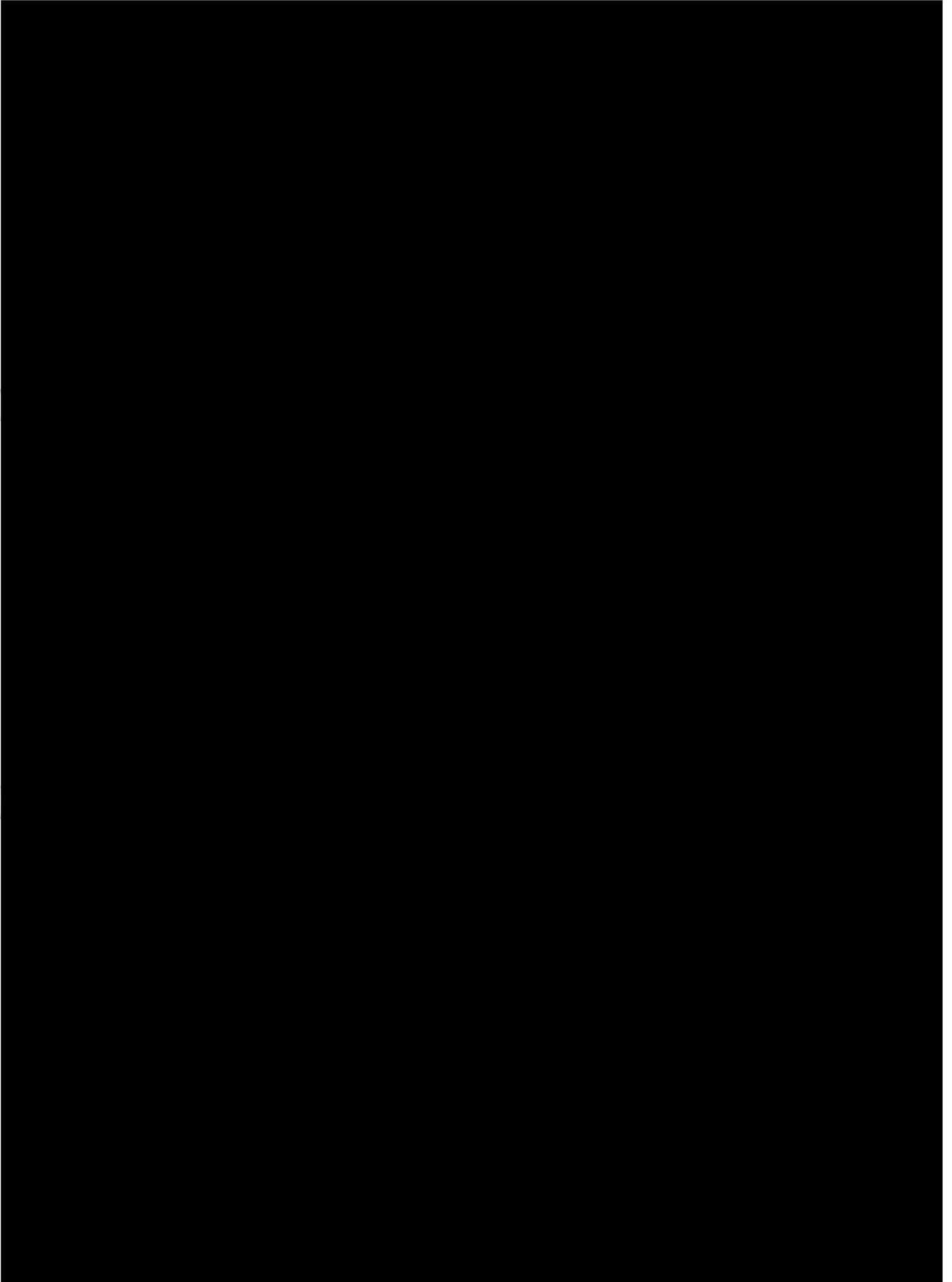
SCHEDULE C8. – PRINCIPAL'S DESIGN STAGE 1 DOCUMENTS











SCHEDULE C9. – INITIAL PROJECT PLANS

(Clauses 1.1, 1.2(u) and 3.9)

This Schedule C9 contains the Workplace Relations Management Plan (August 2018) which is included as an electronic file in Schedule G1.



SCHEDULE C10 – BMCS – DSI CONTRACT TERMS SHEET

(Clause 11.19)

1. GENERAL OVERVIEW AND CONTEXT

- (a) **(Framework Contract)** Various Sydney Metro City & Southwest works packages will include a building management and control system (**BMCS**). In order to ensure a consistent, integrated BMCS across the Sydney Metro City & Southwest project and to achieve a value-for-money outcome, Sydney Metro intends to enter into a "Framework Contract" with a single BMCS contractor (the **BMCS Contractor**).
- (b) **(Approved Purchasers)** Each Sydney Metro City & Southwest contractor engaged by Sydney Metro that requires a BMCS as part of its works (including the LW Contractor) will be nominated as an **"Approved Purchaser"** in the Framework Contract (and Sydney Metro will have the ability to add additional contractors as Approved Purchasers as/when required).
- (c) **(Construction Contracts)** Sydney Metro has entered into, or will enter into, a contract with each of the Approved Purchasers (each a **Construction Contract**), and the BMCS Contractor will be a nominated contractor under each Construction Contract. That is, each Approved Purchaser will be required to procure all BMCS equipment and associated services forming part of its works from the nominated BMCS Contractor. In accordance with each Construction Contract, subcontracting of the BMCS works to the BMCS Contractor will not relieve the relevant Approved Purchaser of, or otherwise affect, any obligation or liability it has to Sydney Metro under the relevant Construction Contract.
- (d) **(Standing offer)** Under the Framework Contract, the BMCS Contractor will be required to provide a standing offer to each Approved Purchaser to design, supply, install, test and commission the BMCS forming part of the Approved Purchaser's works on the terms of the template DSI Contract set out in a schedule to the Framework Contract. The Framework Contract will also set out, among other things:
- (i) the baseline scope of BMCS equipment and associated services forming part of each Approved Purchaser's works (with each package to be the subject of a separate DSI Contract);
 - (ii) the agreed pricing in respect of each BMCS package (see row 10 of the table in section 2 below); and
 - (iii) the agreed rate of delay liquidated damages applicable under each DSI Contract for delay in achieving Practical Completion (see row 8 of the table in section 2 below).
- (e) **(Acceptance of offer)** In accordance with the Framework Contract, an Approved Purchaser may, at any time during the term of the Framework Contract, accept the BMCS Contractor's offer and elect to be bound by the terms and conditions of the template DSI Contract by issuing a **"Design Order"** to the BMCS Contractor (with a copy to Sydney Metro's Representative). In order to constitute a valid acceptance of the BMCS Contractor's offer, the Design Order must:
- (i) be signed by the relevant Approved Purchaser's authorised representative; and
 - (ii) be in the form of the template Design Order set out in the Framework Contract, including:

- (A) confirmation of:
 - (aa) the scope of the BMCS forming part of the relevant BMCS package (including any changes to the baseline scope for that package as set out in the Framework Contract); and
 - (bb) the parts of the SWTC applicable to the BMCS package;
 - (B) the "**Design Price**" for the performance of the BMCS Contractor's design activities under the relevant DSI Contract (as set out in the Framework Contract, subject to adjustment to reflect any changes to the baseline scope on the basis of a pre-agreed schedule of rates);
 - (C) the "**Original Supply and Installation Price**" for the performance of the BMCS Contractor's supply, installation, testing and commissioning activities under the relevant DSI Contract (as set out in the Framework Contract, and which will be subject to adjustment following completion of the design stage to reflect any changes to the baseline scope on the basis of a pre-agreed schedule of rates);
 - (D) the program for completion of each design stage (which must not be less than pre-agreed minimum time frames); and
 - (E) all other variable information required by the template form of Design Order.
- (f) (**Incomplete Design Order**) If the BMCS Contractor considers that a Design Order issued by an Approved Purchaser does not satisfy one or more of the requirements set out in paragraph (e), the BMCS Contractor must promptly give notice to the Approved Purchaser (with a copy to Sydney Metro's Representative) providing sufficient details. If the BMCS Contractor gives such notice, the Approved Purchaser will revise and re-issue the Design Order.
- (g) (**Formation of DSI Contracts**) If an Approved Purchaser issues a valid Design Order to the BMCS Contractor, the Approved Purchaser and the BMCS Contractor will be deemed to have entered into a separate, binding DSI contract:
- (i) on the date of the relevant Design Order; and
 - (ii) on the terms of:
 - (A) the template DSI Contract set out in the Framework Contract; and
 - (B) the Design Order issued by the Approved Purchaser.

A valid Design Order issued by an Approved Purchaser constitutes acceptance of the BMCS Contractor's offer to that Approved Purchaser (as set out in the Framework Contract) and the BMCS Contractor is not required to sign a Design Order in order to create a valid, binding and enforceable contract between the relevant Approved Purchaser and the BMCS Contractor.

- (h) (**Drafting approach**) The general approach taken when developing the template DSI Contract is to pass down the Approved Purchaser's obligations and liabilities under the Construction Contracts to the extent that they are applicable to the performance of the BMCS Contractor's activities. However, given the comparative size of the works to be carried out by the BMCS Contractor in relation to each Approved Purchaser's works, a full pass down of each Approved Purchaser's obligations and liabilities under the Construction Contracts is not appropriate. In addition, given that the Construction Contracts take various forms and the fact that

the template DSI Contract needs to be compatible with each Construction Contract, it is not possible to have a straight pass through of the LW Contractor's obligations and liabilities under this deed.

In addition, thresholds under the DSI Contract which correspond to thresholds under the Construction Contracts will be passed through on a reasonable basis to allow each Approved Purchaser sufficient opportunity to rectify any issues in order to avoid a default arising under the relevant Construction Contract.

2. **DSI CONTRACT – KEY TERMS**

The table below sets out the key terms proposed to be included in the template DSI Contract, which will be set out in a schedule to the Framework Contract and will form the basis upon which the BMCS Contractor offers to supply BMCS equipment and associated services to each Approved Purchaser.

Scope	
1. Design	<p>Following the issue of a valid Design Order and the formation of a DSI Contract, the BMCS Contractor will be required to:</p> <ul style="list-style-type: none"> (a) prepare design documentation for the BMCS to be installed in the Approved Purchaser's works and submit such design documentation to the Approved Purchaser's representative for review and comment within the time periods specified in the DSI Contract; and (b) carry out its other design obligations as set out in the DSI Contract, including providing all other technical input and support that the Approved Purchaser requires in order to develop and obtain certification of the design documentation for the Approved Purchaser's works. <p>If the BMCS Contractor elects to commence carrying out any design activities prior to the issue of a Design Order and formation of a DSI Contract, the BMCS Contractor will do so at its own risk.</p>
2. Supply and Installation Order	<p>Completion of the BMCS Contractor's design activities under a DSI Contract will be a hold point (ie a point beyond which the BMCS Contractor must not proceed without the authorisation or release of the Approved Purchaser). The Approved Purchaser will release this hold point by issuing a notice instructing the BMCS Contractor to commence performance of the supply and installation activities (a Supply and Installation Order). A Supply and Installation Order will be required to set out, among other things:</p> <ul style="list-style-type: none"> (a) confirmation of: <ul style="list-style-type: none"> (i) the scope of the BMCS that the BMCS Contractor will be required to supply, install, test and commission under the relevant DSI Contract; and (ii) the applicable "Supply and Installation Price" (being the Original Supply and Installation Price as set out in the Design Order, as adjusted to reflect any changes to the baseline scope during the design stage on the basis of a pre-agreed schedule of rates); (b) the Date for Practical Completion (ie successful completion of all BMCS testing and commissioning under the relevant DSI Contract), which must not be less than the a pre-agreed minimum time period following the date that all preconditions for the commencement of BMCS testing and commissioning have been satisfied (eg power on, all other equipment connected to the BMCS has been installed, etc). <p>If the BMCS Contractor elects to commence any supply and installation</p>

	activities (including manufacture of any BMCS equipment) prior to the Approved Purchaser issuing a Supply and Installation Order, the BMCS Contractor will do so at its own risk.
3. Supply and installation	<p>The Approved Purchaser will be engaged by Sydney Metro as principal contractor in respect of the site where the BMCS is to be installed and will be required to provide the BMCS Contractor with access to those parts of the site reasonably necessary for the BMCS Contractor to carry out its installation, testing and commissioning activities.</p> <p>The BMCS Contractor will be required to:</p> <ul style="list-style-type: none"> (a) supply and install the BMCS at the relevant location in accordance with, and to meet the requirements of, the DSI Contract; (b) liaise with the Approved Purchaser in order to coordinate access to the site (including access routes, unloading of equipment and provision of adequate materials handling and temporary storage areas) as required to carry out its installation, testing and commissioning activities; and (c) comply with the Approved Purchaser's site access and work, health and safety procedures.
4. Testing and commissioning	Under each DSI Contract, the BMCS Contractor will be required to undertake comprehensive testing and commissioning of the BMCS installed in accordance with that DSI Contract (including System Acceptance Tests (SAT)) in order to demonstrate compliance with the requirements of the DSI Contract.
5. Post Practical Completion Activities	<p>Following Practical Completion of the BMCS works under each DSI Contract, the BMCS Contractor will be required to carry out certain activities, at its cost, including:</p> <ul style="list-style-type: none"> (a) providing support to the Approved Purchaser and the Operator with respect to system-wide Systems Integration and Acceptance Testing (including attendance at tests, drills, Authority inspections etc); and (b) carrying out routine maintenance and inspection of the BMCS works in accordance with the operations and maintenance manuals prepared by the BMCS Contractor until the end of the defects correction period or such earlier time as notified by the Approved Purchaser.
Time	
6. Time	<p>The BMCS Contractor must:</p> <ul style="list-style-type: none"> (a) commence performance of the supply and installation activities on the date it receives a Supply and Installation Order from the relevant Approved Purchaser; (b) diligently perform and progress its activities with due expedition and without delay; (c) carefully coordinate and interface its activities with the Approved Purchaser's works and other interface works; and (d) not depart from the program prepared by the BMCS Contractor without reasonable cause. <p>Without limiting the above, the BMCS Contractor will be required to:</p> <ul style="list-style-type: none"> (e) achieve Practical Completion of the BMCS works by the Date for Practical Completion (as set out in the Supply and Installation Order, and which must not be less than the a pre-agreed minimum time period

	<p>following satisfaction of specified testing and commissioning preconditions); and</p> <p>(f) achieve Completion by the Date for Completion (which will be the relevant date for completion of System Integration and Acceptance Testing at the relevant location).</p> <p>The BMCS works to be delivered under each DSI Contract may be broken up into separable portions to align with the separable portions of the Approved Purchaser's works under the relevant Construction Contract, or as otherwise determined by the Approved Purchaser.</p>
<p>7. Extensions of time</p>	<p>The Date for Practical Completion will be subject to extensions of time in specified circumstances generally consistent with those contained in a contract of this nature. This may include, by way of example:</p> <p>(a) a breach of the DSI Contract by the relevant Approved Purchaser;</p> <p>(b) an act or omission of the Approved Purchaser not permitted or allowed by the DSI Contract;</p> <p>(c) a variation directed by the Approved Purchaser;</p> <p>(d) a direction to suspend the performance of any of the BMCS Contractor's activities (unless the direction to suspend is as a result of the BMCS Contractor's failure to perform its obligations in accordance with the DSI Contract);</p> <p>(e) a Force Majeure Event; and</p> <p>(f) a failure by the Approved Purchaser to provide access to the site in accordance with the DSI Contract.</p>
<p>8. Delay Liquidated Damages</p>	<p>Subject to the cap set out below and without prejudice to the Approved Purchaser's rights in relation to default and termination, if the BMCS Contractor fails to achieve Practical Completion by the Date for Practical Completion, the BMCS Contractor will be indebted to the Approved Purchaser for delay liquidated damages. The daily rate of delay liquidated damages applicable under each DSI Contract will be pre-agreed by Sydney Metro and the BMCS Contractor as part of the BMCS procurement process and set out in the Framework Contract (and will be incorporated in the relevant DSI Contract by being set out in the Design Order issued by the Approved Purchaser).</p> <p>The BMCS Contractor's liability for delay liquidated damages under each DSI Contract will be capped at [REDACTED] of the relevant Contract Sum (as defined in row 10 below), as adjusted from time to time (with this cap being included in the general liability cap, as set out in section 15 below).</p>
<p>9. Suspension</p>	<p>The BMCS Contractor must not suspend the progress of the whole or any part of its activities under the DSI Contract except where so directed by the Approved Purchaser (in its discretion) or allowed by law. The Approved Purchaser will have no liability to the BMCS Contractor to the extent that the reason for a suspension directed by the Approved Purchaser was caused or contributed to by an act, default, or omission of the BMCS Contractor.</p>

Financial	
10. Pricing Structure	<p>The Approved Purchasers (not Sydney Metro) will be responsible for making all payments to the BMCS Contractor in respect of the design, supply and installation of BMCS under each respective DSI Contract.</p> <p>The "Contract Sum" payable to the BMCS Contractor under each DSI Contract will be the aggregate of:</p> <ul style="list-style-type: none"> (a) a fixed lump sum "Design Price" for the performance of all design activities required under the DSI Contract (based on the baseline scope for that BMCS package set out in the Framework Contract); and (b) a fixed lump sum "Supply and Installation Price" for the supply, installation, testing and commissioning of the BMCS forming part of the relevant package (based on the baseline scope for that BMCS package set out in the Framework Contract), <p>each of which will be subject to adjustment from time to time (including on account of any variations).</p> <p>Other than as a result of a variation (including any change to the baseline scope set out in the Framework Contract), the Design Price and Supply and Installation Price bid for each BMCS package will not be subject to escalation or indexation following execution of the Framework Contract.</p>
11. Unconditional undertakings	<p>The BMCS Contractor will be required to provide the Approved Purchaser with two unconditional undertakings which in aggregate are equal to [REDACTED] of the original Contract Sum (see definition in row 10 above) within a specified period after receiving the Design Order.</p> <p>Subject to the Approved Purchaser's right to have recourse to the unconditional undertakings, the Approved Purchaser will be required to:</p> <ul style="list-style-type: none"> (a) within a specified time period after the Date of Practical Completion (of the last Portion, where Portions are specified), release so much of the security so that it holds an unconditional undertaking for [REDACTED] of the Contract Sum; and (b) release the balance of the security within a specified time period after expiry of the defects correction period.
Liability	
12. Responsibility for care of the BMCS	<p>The BMCS Contractor will be responsible for the care of, and will bear the risk of and indemnify the Approved Purchaser against any loss of or damage to, the BMCS:</p> <ul style="list-style-type: none"> (a) until Practical Completion is achieved; and (b) after Practical Completion is achieved, to the extent that the loss or damage arises from an act or omission of the BMCS Contractor during the defects correction period or from an event which occurred prior to Practical Completion, <p>except to the extent that such loss or damage arises from specified "Excepted Risks" (which will be defined in the same manner as in the Construction Contracts).</p> <p>The Approved Purchaser will bear the risk of loss or damage to the BMCS arising from an Excepted Risk.</p>

<p>13. Reinstatement</p>	<p>Unless otherwise directed by the Approved Purchaser's representative, the BMCS Contractor will be required to promptly replace or otherwise make good any loss or damage for which it is responsible, at its own cost.</p>
<p>14. BMCS Contractor's indemnity</p>	<p>The BMCS Contractor will be required to indemnify the Approved Purchaser against:</p> <ul style="list-style-type: none"> (a) any loss incurred or suffered by the Approved Purchaser in respect of: <ul style="list-style-type: none"> (i) damage to the Approved Purchaser's property; and (ii) any claims by or liability to a third party in respect of illness, injury or death of any person or loss of or damage to property, caused by, arising out of, or in any way in connection with, the BMCS Contractor's activities under the relevant DSI Contract; and (b) any claims by or liability to a third party or loss suffered or incurred by the Approved Purchaser arising out of, or in any way in connection with: <ul style="list-style-type: none"> (i) any fraudulent act or omission by the BMCS Contractor or any of its associates; and (ii) any claim in respect of a breach of intellectual property rights. <p>The BMCS Contractor's liability to indemnify the Approved Purchaser will be reduced to the extent that a breach or negligent act or omission of the Approved Purchaser contributed to the relevant liability, claim or loss.</p>
<p>15. Limitation/ exclusion of liability</p>	<p>[REDACTED]</p>
<p>Other</p>	
<p>16. Defects</p>	<p>The BMCS will have a defects correction period, during which the BMCS Contractor must promptly rectify any defects in the BMCS at its cost.</p> <p>The defects correction period in respect of the BMCS installed under each DSI Contract will commence on the relevant Date of Practical Completion and expire on the later of:</p> <ul style="list-style-type: none"> (a) [REDACTED]; and (b) in respect of any rectification work, 12 months after the date of completion of the rectification work for each defect.

17. Default and Termination	<p>The default and termination events included in the DSI Contract will be typical for a project and works of this nature, and will include:</p> <ul style="list-style-type: none"> (a) insolvency events; (b) termination for breach after a show cause process (with the events of default under the DSI Contract to generally mirror the events of default under the Construction Contracts, to the extent applicable/appropriate); and (c) termination for Construction Contract termination.
18. Insurance	<p>Sydney Metro will effect and maintain contract works insurance and public and products liability insurance on a Project-wide basis.</p> <p>The BMCS Contractor will be required to effect and maintain:</p> <ul style="list-style-type: none"> (i) professional indemnity insurance; (ii) workers compensation insurance; and (iii) motor vehicle insurance. <p>The BMCS Contractor will be required to bear the cost of any excess or deductible payable in respect of any insurance regardless of whether it has been effected by Sydney Metro, an Approved Purchaser or the BMCS Contractor.</p>
19. Intellectual Property	<p>The BMCS Contractor will be required to assign to the Approved Purchaser all right, title and interest in, including all Intellectual Property Rights in or to, documentation prepared or created by or on behalf of the BMCS Contractor for or in connection with the relevant DSI Contract (including all design documentation).</p> <p>To the extent that any Intellectual Property Rights are not assigned to the Approved Purchaser in accordance with previous paragraph, the BMCS Contractor will be required to grant, and procure from any applicable third party the grant of, an irrevocable, perpetual, non-exclusive, royalty free, fully assignable licence (including the right to sub-licence) to use such Intellectual Property Rights:</p> <ul style="list-style-type: none"> (a) for the purposes of completing the construction, commissioning and testing of, using, operating, duplicating, extending, maintaining, upgrading, altering or otherwise dealing with the whole or any part of the BMCS; (b) for any purpose associated with further development of the relevant site; and (c) for any other purpose connected with transport projects in New South Wales.
20. Interfaces	<p>In carrying out the BMCS Contractor's Activities, the BMCS Contractor will be required to interface with the relevant Approved Purchaser and Other Contractors (as defined in row 12 above). The BMCS Contractor will be required to:</p> <ul style="list-style-type: none"> (a) fully cooperate with the Approved Purchaser and Other Contractors, and do everything reasonably necessary to: <ul style="list-style-type: none"> (i) facilitate the execution of work by the Approved Purchaser and Other Contractors, including providing such assistance as may be reasonably required by those parties; and (ii) ensure the effective coordination of the construction of their

	respective works; and (b) perform the supply and installation activities so as to minimise any interference with or disruption or delay to the Approved Purchaser's and Other Contractors' works.
21. Governing Law	The DSI Contract will be governed by the law in force in New South Wales.
22. Other general provisions	The DSI Contract will contain the usual standard clauses found in a contract of this nature, including regarding compliance with laws and approvals, variations, dispute resolution, restrictions on assignment and confidentiality.