16 January 2019

[insert name]

[insert position]

[insert contractor name]

[insert address]

Dear [Addressee],

**Australian Catholic University – [Name of Project]****Letter of Award**

We refer to the tender submission of [insert full legal name of contractor] (**Contractor**) dated [date of tender submission]and the subsequent correspondence and discussions in connection with this project.

On behalf of the Australian Catholic University Limited (**ACU**) we are pleased to advise the award of the project to the Contractor based on its [amended] tender submission.

In the circumstances we confirm the agreed terms are as follows:

1. The Contract Sum will be a lump sum of $[Contract Sum] (excluding GST);
2. The Date for Practical Completion in the Contract will be [Date for Practical Completion].
3. *[choose one of the following three paragraphs according to State of project]*

*[if NSW]*The Contractor is appointed as ‘principal contractor’ under the Contract for the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) and by signing where indicated below you accept that appointment for and on behalf of the Contractor. For this purpose, the ACU authorises the Contractorto the extent that it is able, to do all things necessary to discharge its obligations as principal contractor.

*[if QLD]*The Contractor is appointed as ‘principal contractor’ under the Contract for the purposes of the *Work Health and Safety Act 2011* (QLD) and the *Work Health and Safety Regulation 2011* (QLD) and the and by signing where indicated below you accept that appointment for and on behalf of the Contractor. For this purpose, the ACU authorises the Contractorto the extent that it is able, to do all things necessary to discharge its obligations as principal contractor.

*[if VIC]*The Contractor is appointed as ‘principal contractor’ under the Contract for the purposes of the *Occupational Health and Safety Act 2004* (Vic) and the *Occupational Health and Safety Regulations 2017* (Vic) and by signing where indicated below you accept that appointment for and on behalf of the Contractor. For this purpose, the ACU authorises the Contractorto the extent that it is able, to do all things necessary to discharge its obligations as principal contractor.

*[if SA]*The Contractor is appointed as ‘principal contractor’ under the Contract for the purposes of the *Work Health and Safety Act 2012* (SA) and the *Work Health and Safety Regulations 2012* (SA) and by signing where indicated below you accept that appointment for and on behalf of the Contractor. For this purpose, the ACU authorises the Contractorto the extent that it is able, to do all things necessary to discharge its obligations as principal contractor.

1. The terms of the contract will be those contained in the [AS2124-1992 General Contract Conditions / AS4905-2002 Minor Works Contract Conditions (Superintendent Administered)] as amended by ACU’s Amended Contract Conditions, provided to the Contractor during the tender period (**Contract**). We are finalising the Contract and will provide shortly a version for execution by the Contractor. A duly executed copy of the Contract must be provided to ACU within two weeks from the date of receipt and its return is a condition precedent to any amount beyond the scope of this letter becoming payable.
2. Pursuant to clause 27 [AS2124] / 17 [AS4905] of the Contract you are hereby notified that access to the site is granted as follows:
	* 1. to the areas indicated on the **attached plan**, and
		2. the Date for Access is [date access to site is to commence].
3. Prior to accessing the site, the Contractor must provide evidence of insurances and provide the security to ACU or ACU’s representatives in the form of two unconditional bank guarantees each for 2.5% of the Contract Sum to a total of 5% of the Contract Sum with an expiry date of no less than 2 years after the date of practical completion as is required under the Contract (**Security**). The Contractor's Security must be provided as a condition precedent to any amount becoming payable by ACU.
4. The rate of Liquidated Damages pursuant to the Contract will be [insert liquidated damages amount] per day.
5. No delay damages will be payable under the Contract. / Delay damages under the Contract are capped at [$insert] per working day.]
6. Should the Contractor fail to accept the terms and conditions of the Contract or fail to return the duly and correctly executed Contract to ACU within two weeks of receipt, ACU reserves the right in its absolute discretion to terminate negotiations and the engagement of the Contractor.
7. If negotiations are terminated for any reason by ACU:
	* 1. The only liability of ACU to the Contractor will be to reimburse the Contractor for expenses properly and reasonably incurred by the Contractorin respect of procurement of materials for the Works, which have been approved in writing prior to being incurred (capped at [insert amount]/$50,000 (excluding GST);
		2. The Contractor must upon request by ACU, forthwith vacate the Site; and
		3. The Contractor must execute any document that ACU may request so as to effect the novation or assignment of any subcontract or supply agreement to ACU or its nominee without any cost to ACU. The form of the novation or assignment will be as ACU, acting reasonably, stipulates.
8. The Contractor must not commence Works on the Site until:
	* 1. certificates of currency in respect of the insurance policies required to be effected and maintained by the Contractor pursuant to the Contract; and
		2. the Contractor's Security pursuant to paragraph 6 of this letter of award,

have been provided to ACU or ACU's representative.

1. The Contractor must also provide the following within the time stipulated in the Contract:
	* 1. OH&S Construction Safety Plan – Contract Preliminaries,
		2. Dilapidation Survey – Contract Preliminaries,
		3. Site Environmental Plan – Contract Preliminaries,
		4. Existing Site Locations – Contract Preliminaries, and
		5. any other relevant items.

Other than amounts to which the Contractor is expressly entitled under this letter, ACU has no liability for, and the Contractor must not make any claim for, costs, losses, expenses, damages or liabilities of any kind (including loss of profit) suffered or incurred by the Contractor, whether before or after the date of this letter of award. If ACU does not enter into a Contract with the Contractor, ACU is entitled to have the works under the Contract performed by any other person.

This letter of award does not take effect unless and until the Contractor confirms its receipt of, and agreement to, the terms and conditions contained in the letter by signing and returning it to ACU or ACU's Representative.

We are in the process of finalising the Contract documentation for execution. Please confirm the foregoing sets out the agreed terms by signing where indicated below.

We look forward to working with your company and your contribution to a successful project for the ACU.

Yours faithfully,

**SIGNED AND ACCEPTED BY THE CONTRACTOR**

**Signed:**

**Name of Signatory:**

Dated: / /

**xxxx
xxxx**