

Part A

Annexure to the
Australian Standard General Conditions of Contract
AS 4000-1997

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the Contract, is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

Item

- 1 **Principal**
(clause 1) VICTORY LUTHERAN COLLEGE LIMITED
ABN 49 650 193 098
- 2 **Principal's address**
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.....
- 3 **Contractor**
(clause 1) ACN
- 4 **Contractor's address**
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.....
- 5 **Superintendent**
(clause 1) T/AS ROB PICKETT DESIGN - INCREDIBLE IDEAS P/L
AS TRUSTEE FOR ROB PICKETT FAMILY TRUST.
ABN 72 003 725 246
ACN
- 6 **Superintendent's address**
P.O. Box 3054, ALBURY NSW 2640
.....
- † 7 a) **Date for practical completion**
(clause 1)
- OR
- b) **Period of time for practical completion**
(clause 1) BUILDING INDUSTRY WORKING DAYS
- 8 **Governing law**
(page 5, clause 1(h)) VICTORIA
If nothing stated, that of the jurisdiction where the site is located

† If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A

9	a) Currency (page 5, clause 1(g))	AUSTRALIAN DOLLARS If nothing stated, that of the jurisdiction where the <i>site</i> is located
	b) Place for payments (page 5, clause 1(g)) If nothing stated, the <i>Principal's</i> address
	c) Place of business of bank (page 3, clause 1(d))	- If nothing stated, the place nearest to where the <i>site</i> is located
10	<i>Bills of quantities</i> (subclause 2.2)	
	a) Alternative applying (subclause 2.2)	ALTERNATIVE 2 If nothing stated, Alternative 1 applies
	b) If Alternative 2 applies, is the <i>bill of quantities</i> to be priced? (subclause 2.2)	No/Yes (delete one) If neither deleted, the <i>bill of quantities</i> shall not be priced
	c) Lodgement time (subclause 2.3(b))	N/A If nothing stated, 28 days after <i>date of acceptance of tender</i>
11	<i>Quantities in schedule of rates,</i> <i>limits of accuracy</i> (subclause 2.5(b))	Upper Limit N/A Lower Limit N/A
12	<i>Provisional sum,</i> <i>percentage for profit and</i> <i>attendance (clause 3)</i>	12.5 % FOR AMOUNTS IN EXCESS OF SPECIFIED ALLOWANCE SECTION 2 'SCHEDULES' AND CLAUSE 2.6.
† 13	<i>Contractor's security</i>	
	a) Form (clause 5)	BANK GUARANTEE (2 @ 2.5% OF CONTRACT SUM)
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	5% OF CONTRACT SUM If nothing stated, 5% of the <i>contract sum</i>
	c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	- % If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
	d) Time for provision (except for retention moneys) (clause 5)	WITHIN 28 DAYS AND PRIOR TO 1 ST PROGRESS CLAIM If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	N/A. \$ -

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 50 % of amount held
If nothing stated, 50% of amount held

† 14 Principal's security

- a) Form (clause 5) N/A
- b) Amount or maximum percentage of contract sum (clause 5) N/A
If nothing stated, nil
- c) Time for provision (clause 5) N/A
If nothing stated, within 28 days after date of acceptance of tender
- d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) N/A % of amount held
If nothing stated, 50% of amount held

15 Principal-supplied documents (subclause 8.2)

Document	No. of copies
1	
2	
3	
4	
5	
6	

If nothing stated, 5 copies of the drawings, specification, bill of quantities or schedule of rates (if any)

16 Time for Superintendent's direction about documents (subclause 8.3) 14 days
If nothing stated, 14 days

17 Subcontract work requiring approval (subclause 9.2) N/A

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† If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A

18	Novation (subclause 9.4)	Subcontractor N/A	Particular part of WUC
		Selected subcontractor N/A	Particular part of WUC
19	Legislative requirements		
	a) Those excepted (subclause 11.1) CONSTRUCTION CERTIFICATE	
	b) Identified WUC (subclause 11.2(a)(ii)) N/A	
20	Insurance of the Works (clause 16)		
	a) Alternative applying ALTERNATIVE 1	
		If nothing stated, Alternative 1 applies	
	If Alternative 1 applies		
	b) Provision for demolition and removal of debris -	
	 - \$..... -	
		OR	
	 10.0 % of the contract sum REFER SPEC CLAUSE 2.6	
	c) Provision for consultants' fees -	
	 - \$..... -	
		OR	
	 3.0 % of the contract sum	
	d) Value of materials or things to be supplied by the Principal NIL	
	 - \$..... -	
	e) Additional amount or percentage -	
	 - \$..... -	
		OR	
	 - % of the total of paragraphs (a) to (d) in clause 16	

- 21 Public liability insurance (clause 17)
- a) Alternative applying ALTERNATIVE 1.
If nothing stated, Alternative 1 applies
- If Alternative 1 applies
- b) Amount per occurrence shall be not less than TWENTY MILLION DOLLARS
SPEC. CLAUSE 2.6 \$ 20,000,000.00
If nothing stated, then not less than the contract sum
- 22 Time for giving possession (subclause 24.1) within 14 days of date of acceptance of tender
If nothing stated, 14 days
- 23 *Qualifying causes of delay*
Causes of delay for which EOTs will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)
- † 24 Liquidated damages, rate (subclause 34.7) ONE THOUSAND, ONE HUNDRED DOLLARS
per day \$ 300.00 per day
- † 25 Bonus for early practical completion (subclause 34.8)
- a) Rate N/A.
per day \$ - per day
- b) Limit N/A
\$ -
- OR
- N/A % of contract sum
If nothing stated, there is no waiver
- † 26 Delay damages, other compensable causes (page 1, clause 1 and subclause 34.9)

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

Part A

AS 4000-1997

- 27 Defects liability period (clause 35) 12 MONTHS
If nothing stated, 12 months
- 28 Progress Claims (subclause 37.1)
- a) Times for progress claims 21ST day of each month for WUC
done to the 20TH day of that month
- OR
- b) Stages of WUC for progress claims N/A
- 29 Unfixed plant and materials for which payment claims may be made (subclause 37.3) N/A
- 30 Interest rate on overdue payments (subclause 37.5) 12.5 % per annum
If nothing stated, 18% per annum
- 31 Time for *Principal* to rectify inadequate possession (subclause 39.7) 14 days
If nothing stated, 14 days
- 32 Arbitration (subclause 42.3)
- a) Person to nominate an arbitrator THE INSTITUTE OF ARBITRATORS
AND MEDIATORS AUSTRALIA
-
If no-one stated, the President of the Australasian Dispute Centre

b) Rules for arbitration

VICTORIA

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If nothing stated:

a) rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations;

OR

b) if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in Item 32(c)

c) Appointing Authority under
UNCITRAL Arbitration Rules

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If nothing stated, the President of the Australasian Dispute Centre