

# 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 .....
- 3 Contractor (clause 1) .....
- ACN .....
- 4 Contractor's address .....
- 5 Superintendent (clause 1) T/AS ROB PICKETT DESIGN - INCREDIBLE IDEAS P/L  
AS TRUSTEE FOR ROB PICKETT FAMILY TRUST.  
ABIN 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

- † 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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**Part A**

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- 18    **Novation**  
      (subclause 9.4)
- Subcontractor  
..... N/A .....
- .....
- .....
- .....
- Selected subcontractor  
..... N/A .....
- .....
- .....
- .....
- 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)

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- 27 Defects liability period (clause 35) ..... 12 MONTHS  
If nothing stated, 12 months
- 28 Progress Claims (subclause 37.1)
- a) Times for progress claims ..... 21<sup>ST</sup> day of each month for WUC  
done to the ..... 20<sup>TH</sup> 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

VICTORIA

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)*

If nothing stated, the President of the Australasian Dispute Centre