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01. CONDITIONS OF TENDERING

01.01 FORM OF CONTRACT

ABIC SW-2008 Simple Works Contract

01.02 TENDER OF SCOPE

Construction of a new Classroom Development of approx. 800sqm

TENDER DOCUMENTS

The Tender Documents shall be the documents issued by the Architect for the purpose of tendering.

01.03 NOTICES TO TENDERERS

No explanation or amendment to the tender documents shall be recognised unless in the form of a written Notice to Tenderers thereto issued by the Architect.

01.04 DISCREPANCIES, ERRORS AND OMISSIONS

Should the Tenderer find any discrepancy, error or omission in the tender documents, he shall notify the Architect in writing thereof on or before the closing date for tenders. In the absence of notification to the Architect, the Tenderer is deemed to have priced the most expensive option.

01.05 SUBMISSIONS OF TENDER

FORM OF TENDER: Submit the tender upon the Form of Tender provided.

ACCOMPANYING DOCUMENTS: The tender shall be accompanied by any other documents required to be submitted with the tender.

The Form of Tender and any accompanying documents shall be completed in full by the Tenderer.

The Tenderer shall not alter or add to any tender document except as required by these Conditions of Tendering.

NAME AND ADDRESS: The tender shall state:

(if the Tenderer is a person): the full given names, surname and address of the Tenderer.

(if the Tenderer is a firm): the names in full of each member of the firm.

(if the Tenderer is a company): the name of the company and the address of the registered office of the company.

SIGNING: The Tenderer shall sign the tender, or if the Tenderer is a corporation, affix its common seal in the manner prescribed by its articles of association or otherwise appropriately and formally have the tender signed and signature witnessed.

01.06 TENDER LODGEMENT

Lodgement:

Procedure: Tenders must be enclosed in a sealed envelope marked with the description of the work and must be delivered to, or sent by prepaid post to, the address shown above and must be received by the date and time for closing of tenders.

Conforming tender: Electronically transmitted tenders that include all required tender documents and that are received by the date and time for closing of tenders may be admitted for consideration subject to a conforming tender being received within 24 hours. The only acceptable form of confirmation will be the original written copy of the Tender. The Architect will not take responsibility for the quality of transmission or timely receipt of electronically transmitted tenders.

Tenders may be submitted electronically, pending the following conditions:

1. JWP must be notified of intent to submit electronically at least one day prior to the submission deadline
2. A hard copy of the submission must be received within 3 working days following the submission deadline

Registered post: Tenders submitted by registered post, which arrive late, may be considered only if it can be established, to the satisfaction of the Architect, that they were posted before the date and time for closing of tenders and, in the ordinary course of post, would have been received at the above address by the stated date and time. Impressions of franking machines are not acceptable evidence of timely posting or despatch.

Oral tenders: Oral tenders will not be considered.

Tenders received after the date and time for closing of tenders will not be considered.

Informal and non-conforming tenders:

Notice: Any tender may be rejected which does not comply with the requirements of or which contains provisions not required or allowed by the tender documents.

Enclose the tender in a sealed envelope endorsed with the name of the work and lodge at the place named in the invitation for submission of tenders, by the date and time given; provided that tenders sent by prepaid post in time to be delivered to the place of lodgement of tenders in the ordinary course of mail within the time stated will be considered.

NOTE: Tenders may be submitted via facsimile, pending the following conditions;

- JWP must be notified of intent to submit via facsimile at least one day prior to the submission deadline.
- A hard copy of the submission must be received within 3 working days following the submission deadline.

01.07 INFORMAL TENDERS

Any tender may be rejected if it does not comply with any requirements of, or contains any provision not required or allowed by, the tender documents.

01.08 PREREQUISITES TO ACCEPTANCE

Notwithstanding any other requirements of the tender documents the Proprietor may, before any tender is accepted, require a Tenderer to submit any or all of the following:

- A statement of facts in detail as to his previous experience and achievements in performing similar or comparable work and his resources and ability to carry out the Works.
- Trade and commercial references.
- Schedules of rates to be completed by the Tenderer.
- Schedule of sub-contractors to be completed by the Tenderer.
- A construction programme in such a form as may be required showing the dates by which or the times within which the various stages or parts of the Works are to be completed or executed.
- An estimated monthly cash flow schedule.

- Details of the Constructional Plant proposed to be used in executing the Works.
- Details of the project team personnel it is proposed to employ on the Works.
- Details of the method of construction proposed to be used in executing the Works.

Should the Tenderer fail to submit any of the information so required in the time stipulated by the Architect, the Architect may thereupon treat the tender as informal.

01.09 ACCEPTANCE OF TENDER

The Proprietor shall not be bound to accept the lowest or any tender.

A tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance is handed to the Tenderer or is sent by prepaid post or is left at the address stated in the tender form for the service of notices.

On acceptance of his tender the Tenderer shall execute a formal instrument of agreement as required by the general conditions of contract.

Unless and until a formal instrument of agreement is executed the tender and the tender documents together with the notice in writing of acceptance of the tender shall constitute the Contract between the Proprietor and the successful Tenderer.

01.10 LODGEMENT DATA

Place for lodgement:

Office of JWP Architects, 7 High Street, Wodonga.

Marked:

**ST LUKE'S PRIMARY SCHOOL, SHEPPARTON
NEW CLASSROOM DEVELOPMENT**

By email: amber@jwparchitects.com.au

Number of copies of tender to be submitted:

- (1) One Electronic
- (2) One Hard copy

PLEASE NOTE THAT TENDERS MUST BE DELIVERED TO THE ELECTRONIC TENDER EMAIL ADDRESS and BE ISSUED with a 'Request of Delivery Receipt' and a 'Request of a Read Receipt' to ensure both parties are informed of and responded to the electronic submission of the tender

Address for postal tenders: As above.

Tender validity period:

Unless withdrawn, tenders must remain valid from the date and time for closing of tenders, for the following period: 60 calendar days.

Qualifications: Tenders containing unauthorised alterations, additions or qualifications may be rejected.

01.11 CLOSING DATE AND TIME FOR LODGEMENT

2.00 pm on Tuesday 27th October 2020

01.12 PERMISSION TO VISIT SITE

Permission to visit the Site must first be obtained by contacting;
David Keenan (School Principal)
Telephone: (03) 58221834

01.13 DOCUMENT DEPOSIT

Not applicable.

02. CONDITIONS OF CONTRACT

A copy of the General Conditions of Contract can be inspected at the office of the Architect.

02.01 CONTRACT SCHEDULES, BUILDING CONTRACT SW-2008 – TENDER CONDITIONS

The annexure to the Conditions of Contract shall be completed as follows:

Schedule 1 – Contract information:

Item 1: If the Owner has financed the Works using a lending authority:

Clause A5

Not applicable.

Item 2: The Architect:

Clause A6

Name: JWP ARCHITECTS
Registration No.: Victoria: 13927, NSW: 6083
Representative: Bernard Jovaras
Address for notices: 7 High Street
Wodonga Victoria 3690
Email: bernie@jwparchitects.com.au
Telephone: (02) 6024 6566

Item 3: Special Conditions:

Clause B2

Are there any other special conditions: Yes No
(if yes, the special conditions in Schedule 2a apply)

Will the Owner remain in occupation: Yes No
(if yes, the owner occupier special conditions in Schedule 2b apply)

Item 4: The Contract Price:

Clause N1

Cost of building work: (The accepted tender amount)

Item 5: The Works:

Clause A2

Brief description of the works: New Learning Centre

Item 6: The site of the Works:

Clause A2

The address/location of the site: Goulburn Valley Hwy, Shepparton VIC 3630

Item 7: Security provided by the Contractor:

Item 7a: Is the Contractor to provide security to the Owner? Yes No

Clause C1

Item 7b: Owner's nominated type of security: Unconditional guarantee

Clause C1

Item 8: Percentage of contract price for cash retention:

Not applicable

Clause C2

Item 9: Percentage of contract price for Each unconditional guarantee: Clause C3	2 Guarantees of 2.5% (total 5%)
Item 10: Period for payment of certificates and for release of security: Clauses C6, N6, N13, Q10, Q18	14 days
Item 11: Public liability insurance Clause E1 Is the Owner or the contractor to take out and maintain public liability insurance:	The Contractor
Item 12: Contract Works insurance Clause E2 Is the Owner or the contractor to take out and contract works insurance:	The Contractor
Item 13: Amount to cover fees of the Architect and other consultants: Clause E4.1	10%
Item 14: Amount to cover cost of Demolition and removal of debris: Clause E4.1	10%
Item 15: Amount of insurance for injury illness, disease or death: Clause E4.2	\$20,000,000.00
Item 16: Insurance excess: Clause E9 Amount for excess for public liability Insurance (clause E1:)	\$1,000.00
Amount for excess for contract works Insurance (clause E2:)	\$1,000.00
Item 17: Percentage for the contractor's Overheads and profit: Clause H2	10% Additions, 5% Deletions
Item 18: Adjustment of time costs (clause H5) Clause H5	Sum per working day (incl. GST)
Contractor to nominate amount	\$.....
Item 19: Percentage of the difference to be added to the *contract price Clause K4.2	10%
Item 20: Allowance for delay due to disruptive weather conditions: Clauses: L2, L4	10 working days

Item 21: Allowance for delay having regard to the nature of the Contract and the works which do not entitle adjustment of time costs:

Clauses: L2, L4

Cause Allowance (working days)
Nil

Item 22: Date for practical completion:

Clause M1 (Contractor to supply date for contract)

Item 23: Commissioning tests for practical completion:

Clause M1 Electrical Services
Heating and cooling systems
Hydraulic services
Fire Services

Item 24: Rate for liquidated damages:

Clause M9 \$500 per calendar day including GST

Item 25: Defects liability period for the works:

Clause M13 12 Months

Item 26: Date for submitting progress claims:

Clause N3 25th of each Month

Item 27: Information to be included in a Progress Claim:

Clause N3 Percentage of each trade completed for the month.
Percentage of each trade completed in total.
Variation adjustments / expenditure approved.
Statutory declaration confirming all trade payments authorised in the previous certificate have been paid.

Item 28: Interest rate on overdue amounts:

Clause N15 Nil

Item 29: Governing law:

Clauses P4, P5, P6 and R9 Victoria

Item 30: Official documents:

Item 30a: Official documents required to begin the works but to be obtained by the Contractor:

Plumbing Permit.

Item 30b: Official documents required to complete the works but to be obtained by the owner:

Building Permit

Schedule 2a – Special conditions:

Special Conditions:

Item 3 of Schedule 1
Clause B2

Nil

Owner occupier special conditions:

The owner remains in occupation:

Yes

Item 3 of Schedule 1

These special conditions only apply for projects where the owner will remain in occupation during construction.

Replace the words “possession of” with the words “access to” in the following subclauses:

A2.1a
A4.1c
D1.1
D1.4c
E1.1
E2.1
E5.1a
F1.1
G5.1
L1.1b

Replace **clause D3.1** with the following:

“Subject to clause D4, from the date of practical completion, the owner bears the risks described in the following clauses.”

Replace **clause M1.2** with the following:

“ From 4.00pm on the day the architect issues the notice of practical completion, the contractor ceases to have access to the works except by prior arrangement with the owner.”

Replace **clause Q3.1** with the following:

“If the owner terminates the engagement of the contractor under clause Q1 or Q2 before practical completion, the owner may exclude the contractor from the site.”

Schedule 3 – Order of precedence:

The order of precedence of contract documents is:

Clause B2

1. Any special conditions shown on schedule 2a
2. Any owner occupier conditions shown in schedule 2b
3. The conditions set out in this contract and schedule 1
4. The Specifications, Schedules and Appendices listed in the attached Document Transmittal dated 22.05.2017.
5. The Drawings listed in the attached Document Transmittal dated 22.05.2017.
6. Any other documents described below:
 - Nil

Schedule 4 – Site information:

The site information is:

Clause F3

- Site Survey Drawing

Schedule 5 – Form of guarantee:

Contractor's unconditional guarantee to the owner:

Clause C3

(Refer to the Contract)

Schedule 6 – Provisional sums:

Provisional sums:

Section K

Sum allowed for the supply & installation:	Description of work:	Particular person to supply & install work:
\$6,000	External Signage	To be confirmed
\$3,000	Routing of internal plywood linings	

Schedule 7 – Prime cost sums:

Prime Cost sums:

Section K

Sum allowed for the supply only:	Description of work:	Particular person to supply the component:
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Schedule 8 – Items to be supplied by the owner:

Items to be supplied by the owner for incorporation into the works:

Clause N1

- Refer FIXTURES AND FITTINGS Schedule

Items to be supplied and installed by the owner for incorporation into the works:

Clause N1

- Refer FIXTURES AND FITTINGS Schedule

02.02 DOCUMENTS ISSUED

The Tender Documents issued to each Tenderer are as follows:

Conditions of tendering dated 25th September 2020

Forms of Tender dated 25TH September 2020

Specification dated 25th September 2020

Drawings as scheduled in Document Transmittal.

02.03 DOCUMENTS TO BE LODGED

Notwithstanding any other conditions of tendering, the following documents shall be completed in full and submitted with the tender.

All completable Tender Forms or Tender Schedules within this document.

Any tender that is not accompanied by these completed documents required under this clause may be rejected.

02.04 ALTERNATIVE PROPOSALS

A tender shall conform to the tender documents. No alternative will be considered unless the offer of that alternative is permitted by the tender documents.

PROPRIETARY ITEMS: A Tenderer may submit alternatives for proprietary items subject to the conditions stated in the Specification under PROPRIETARY ITEMS - PRELIMINARIES.

NOMINATED SUB-CONTRACTORS: A Tenderer may submit alternatives for nominated Sub-contractors subject to the conditions stated in this section.

INFORMATION REQUIRED: Where an alternative is tendered, a Tenderer shall include a fully detailed description and shall state clearly the manner in which the alternative differs from that specified in terms of cost, performance or any other manner.

CONFORMING TENDER: If a Tenderer submits an alternative he shall also submit a conforming tender.

02.05 RECEIPT FOR NOTICE TO TENDERERS

The Tenderer shall acknowledge with his tender the receipt of each and every Notice to Tenderers to the tender documents issued by the Architect and received by the Tenderer during the tender period, in the form set out in Schedule G.

It is thereby acknowledged that due allowance has been made for the provisions of Notice to Tenderers in the tender.

02.06 COMPLETION TIME

The time within which the Tenderer undertakes to complete the Works must be stated in Building Industry Working Days.

The time stated will have a bearing on the selection of Tenderer.
Tenderers are encouraged to submit different tender prices for different times if alternatives are deemed to be appropriate.

02.07 RISE AND FALL COST ADJUSTMENTS

The contract sum shall not be subject to adjustment for Rise and Fall in costs.

02.08 VALIDITY PERIOD

Tenders are to be valid for a period of 60 days following close of tenders.

02.09 VARIATION PERCENTAGES

The Builder's margin for profit and overheads on contract Variations shall be;
Additions 10%
Omissions 5%

02.10 VARIATION VALUATION PROCEDURE

General:

Submission of any Contract Variation Claims must follow the procedure as noted below;

- All Variation Claims must include reference to the appropriate Variation Price Request and/or Architects Instruction (AI) issued by the Architect. Variations submitted without reference to an Instruction from the Architect will not be considered.
- The Contractor must submit all relevant supporting documentation (e.g. Sub-contractors invoicing, detailed worksheets, etc.) to allow the Architect to assess the specific items of the Variation.
- The Contractors Margin for overheads and profit shall be;
 - Additions 10%
 - Deletions 5%
- The above margin shall be applied to the net overall cost adjustment of the Variation. Refer following example;

Example 1 - Addition (Increase length of bench)

Delete 3m long workbench (3m x \$500/L.m)	\$1,500	
Add 5m long workbench (5m x \$500/L.m)	\$2,500	
Net Adjustment	+\$1,000	
Builders Overhead/Profit Margin (10%)	\$100	
Total Adjustment	\$1,100	(+ GST)

Example 2 - Deletion (Amend Whiteboard Size)

Delete 2.4m x 1.2m whiteboard	-\$2,400	
Add 1.2m x 1.2m whiteboard	+\$1,000	
Net Adjustment	-\$1,400	
Builders Overhead/Profit Margin (5%)	+\$70	
Total Adjustment	-\$1,330	(+ GST)

The Contractors Margin for overheads and profit shall be deemed to include;

- All office administration costs associated with the Variation (e.g. Secretarial, Contracts Manager)
- Necessary attendance on Site by the Site Manager
- Profit Margin on the Variation work

Any additional site labour costs directly attributable to the Variation and outside the normal definition of site attendance must be clearly identified in the Variation submission.

02.11 TENDER ENQUIRIES

Formal enquiries or requests for Information must be lodged with the Architect in writing.

General enquiries should be directed in the first instance to

Contact: Amber Jack

Phone: 02 6024 6566

Email: amber@jwparchitects.com.au

02.12 LOCAL JOBS FIRST POLICY

Local Jobs First Policy

1. Overview

- (a) The Local Jobs First Policy (**LJF Policy**) issued under the *Local Jobs First Act 2003* supports businesses and workers by ensuring that small and medium size enterprises are given a full and fair opportunity to compete for both large and small government contracts, helping to create job opportunities, including for apprentices, trainees and cadets. The LJF Policy is implemented by Victorian Government departments and agencies to help drive local industry development.
- (b) The LJF Policy comprises the Victorian Industry Participation Policy (**VIPP**) and the Major Projects Skills Guarantee (**MPSG**).
 - (i) VIPP seeks to ensure that small and medium-sized business are given full and fair opportunity to compete for government contracts.
 - (ii) MPSG is a policy that provides job opportunities for apprentices, trainees and cadets on high value construction projects.
- (c) Local Jobs First applicable projects include but are not limited to:
 - (i) purchase of goods and/or services, regardless of the method of procurement (including individual project tenders, State Purchase Contracts, supplier panels);
 - (ii) construction projects (incorporating design and construction phases and all related elements), including individual projects, Public Private Partnerships, Alliance Contracts, Market Led Proposals, supplier panels and auctions; and
 - (iii) grant and loan projects, including grant agreements or loan arrangements to private, non-government and local government organisations for a single or group of projects.
- (d) The LJF Policy applies to standard projects above the threshold values of:
 - (i) \$3 million or more in metropolitan Melbourne, and
 - (ii) \$1 million or more in regional Victoria, or
 - (iii) any project valued at less than \$3 million that the Minister has declared to be a standard project.
- (e) This [Request for Tender/Expression of Interest/Request for Proposal] is for a standard project.

For further information, bidders should refer to the LJF Policy and Guidelines which can be found at www.localjobsfirst.vic.gov.au.

2. Definitions

Agency means [insert the name of the department or public body issuing this approach to market document]

Apprentice means a person whom an employer has undertaken to train under a Training Contract.

Cadets means those persons enrolled in a recognised tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, or engineering) but which is not under a Training Contract.

Contestable Items means goods or services in a procurement process where there are competitive international and local suppliers. 'Competitive' means the suppliers are able to offer comparable goods or services that meet the specifications provided in this [Request for Tender / Expression of Interest / Request for Proposal]. Contestable items can be goods or services at any stage of a project, including maintenance.

Department has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

Guidelines means the Local Jobs First Supplier Guidelines, available at www.localjobsfirst.vic.gov.au.

Industry Capability Network (Victoria) means Industry Capability Network (Victoria) Limited ACN 007 058 120 of Level 11, 10 Queens Road, Melbourne VIC 3004.

Local Content has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

LJF Policy means the policy made under s 4 of the *Local Jobs First Act 2003*.

Project means the work as described in this [Request for Tender/Expression of Interest/Request for Proposal].

Trainee means a person (other than an Apprentice) employed under a Training Contract.

Training Contract has the meaning given in the *Education and Training Reform Act 2006*.

3. Contestable Items

- (a) The LJF Policy requires that government agencies consider Local Content and job commitments, particularly in respect of Contestable Items, as a key criterion in tender evaluation and other relevant procurement processes.
- (b) Consideration should be given to contestable and non-contestable items in establishing local content commitments.
- (c) The Contestable Items within the scope of this invitation are included in the LIDP template.

4. Requirements for Standard Projects

The requirements for this tender are:

- (a) **local content required**
- (b) All bidders must prepare a Local Industry Development Plan (**LIDP**) in accordance with the LJF Policy and Guidelines.
- (c) The assessment of the tender or proposal will consider whether and how bidders comply with the LJF Policy. This is done through assessment of bidders' LIDPs.

- (d) A LIDP must be submitted to the Industry Capability Network (Victoria) and will be made available to the Agency and the Department.
- (e) A LIDP must:
 - (i) specify how the requirements of the LJJ Policy will be met;
 - (ii) identify total content and Local Content for the Project; identify total and local jobs for the Project; and
 - (iii) include any other matter required to be included in the Plan by the LJJ Policy
- (f) In developing the LIDP, bidders must consult in good faith with Industry Capability Network (Victoria).
- (g) The LIDP template attached to this invitation must be completed and submitted through Industry Capability Network (Victoria) Victorian Local Jobs First Management Centre at icnvic.org.au/VMC.
- (h) To demonstrate that the LIDP submitted is completed correctly and includes all required information, bidders must obtain an acknowledgement letter of their LIDP from Industry Capability Network (Victoria). Contact details for ICN are provided below. A tender or proposal cannot be evaluated if an acknowledgement is not supplied. An Agency cannot accept a tender, proposal or other submission that does not include a compliant LIDP.

5. Use of the Local Industry Development Plan

- (a) Any post-bid changes in a bidder's LIDP commitments will require further Industry Capability Network (Victoria) assessment and an acknowledgement letter. Bidders should refer to the Guidelines for further details.
- (b) The contents of a successful bidder's final LIDP will be included in the agreement to be entered into between that bidder and the Agency. Further, the bidder's LIDP information will be recorded centrally for Industry Capability Network (Victoria) certification of the LIDP outcomes reported.

6. Weighting of Commitments to Local Jobs First Policy

- (a) In evaluating a tender or proposal for an agreement for a project, the Agency will give weighting to the following parts in the specified amounts:
 - (i) 10 per cent for industry development, including commitments made in relation to the VIPP; and
 - (ii) 10 per cent for job outcomes, including, if applicable, job outcomes provided by the MSPG.
- (b) The commitments of a bidder's LIDP will be allocated a minimum 10 per cent weighting for industry development (including commitments made in relation to the VIPP), and 10 per cent weighting for job outcomes (including, if applicable, job outcomes provided by the MSPG), as part of the tender evaluation process.

7. Further information and assistance

- (a) The Department has prepared the Guidelines for Suppliers on the application of the LJF Policy to projects.
- (b) Industry Capability Network (Victoria) provides free services to assist bidders in identifying and developing the above information. Bidders are advised that Industry Capability Network (Victoria) will be available to assist them in implementing the LJF Policy. For further information or assistance, bidders can contact Industry Capability Network (Victoria):

Level 11
10 Queens Road
Melbourne VIC 3004
(03) 9864 6700
https://icn.org.au/vic_home

- (c) Bidders must attend any briefing provided by the Agency on the LJF Policy.

Contract Model Clauses

Schedule X - Local Jobs First

1. Definitions

In this Schedule:

Agency means the organisation with which the Supplier has entered into this Agreement.

Agreement means this project agreement.

Apprentice means a person whom an employer has undertaken to train under a Training Contract.

Cadets means those persons enrolled in a recognised tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, or engineering) but which is not under a Training Contract.

Contract Manager means the person (however described) appointed by the Agency as its representative for all communication and liaison with the Supplier for the purposes of this Agreement.

Department has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

Guidelines means Local Jobs First Supplier Guidelines, available at www.localjobsfirst.vic.gov.au.

ICN Analytics is a cloud based secure online platform that enables the collection, analysis and reporting of local content and jobs data, including supply chain monitoring and reporting.

Industry Capability Network (Victoria) means Industry Capability Network (Victoria) Limited of Level 11, 10 Queens Road, Melbourne VIC 3004 ACN 007 058 120.

LIDP means the Local Industry Development Plan set out in Attachment 1 to this Schedule.

LIDP Monitoring Table means the table included at Attachment 2 to this Schedule.

Local Content has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

Local Jobs First Commissioner means the person appointed under s 12 of the *Local Jobs First Act 2003*.

Local Jobs First Policy means the policy of the Victorian Government made under s 4 of the *Local Jobs First Act 2003*.

Notice means a notice given, delivered or served in accordance with this Agreement.

Practical Completion means:

- (a) Practical Completion as defined in the main body of this Agreement; or
- (b) If not defined in the main body of this Agreement it means when the Supplier has completed the delivery of the goods and/or services to be provided under this Agreement (excluding administrative or regulatory obligations remaining to be fulfilled); or

- (c) In any case, such other reporting dates for the purposes of clause 2.3(d) of this Schedule as notified by the Agency.

Responsible Minister means the Minister with responsibility for administering the *Local Jobs First Act 2003*.

Supplier means the person or entity (however described) providing the goods and services under this Agreement.

Trainee means a person (other than an Apprentice) employed under a Training Contract.

Training Contract has the meaning given in the *Education and Training Reform Act 2006*.

2. Local Jobs First Policy

2.1 Local Industry Development Plan

- (a) The Supplier must, in performing its obligations under this Agreement:
- (i) comply with the LIDP;
 - (ii) perform all obligations required to be performed under the LIDP by the due date for performance; and
 - (iii) comply with the Local Jobs First Policy.
- (b) The Supplier acknowledges and agrees that its obligations as set out in the LIDP apply during the term of this Agreement, any extensions to the term and until all of its Reporting obligations as set out in clause 2.3 of this Schedule are fulfilled.
- (c) The Supplier's failure to comply with this clause 2.1 will constitute a material breach of this Agreement.

2.2 Revised LIDP

- (a) If at any time a variation to this Agreement is proposed which involves or effects a change in the nature of any LIDP commitments, the Supplier must prepare a revised LIDP in collaboration with and certified by Industry Capability Network (Victoria) (**Revised LIDP**).
- (b) When requested by the Contract Manager, the Supplier must provide the Revised LIDP to the Agency.
- (c) The Revised LIDP must be agreed by the parties before any variation to the Agreement can take effect unless the parties agree that a Revised LIDP is unnecessary.
- (d) Once the Revised LIDP is agreed by the parties, the Revised LIDP replaces the LIDP and forms part of this Agreement.

2.3 Reporting

- (a) The Supplier must prepare and maintain records demonstrating its compliance with the LIDP.

- (b) The Supplier must provide a six monthly report demonstrating its progress towards implementing the LIDP in the form of the LIDP Monitoring Table.
- (c) If the Agreement is for a project valued at \$20 million or more, the Supplier must use the ICN Analytics for LJJ monitoring and reporting.
- (d) Prior to or at Practical Completion pursuant to clause 1 of this Schedule, the Supplier must provide to the Contract Manager:
 - (i) the LIDP Monitoring Table identifying LIDP commitments and actual achievements. The LIDP Monitoring Table must identify and explain any departures from the LIDP Commitments and the aggregated outcomes as reported in the LIDP Monitoring Table; and
 - (ii) a Statutory Declaration in the form set out in Attachment 3 to this Schedule to confirm that the information contained in the LIDP Monitoring Table is true and accurate. The Statutory Declaration must be made by a director of the Supplier or the Supplier's Chief Executive Officer or Chief Financial Officer.
- (e) At the request of the Contract Manager, the Supplier must provide further information or explanation of any differences between expected and achieved LIDP outcomes.
- (f) The reporting obligations in this Schedule are in addition to and do not derogate from any other reporting obligations as set out in this Agreement.

2.4

Verification of Supplier's compliance with LIDP Plan

- (a) The Supplier agrees that each of the Agency and the Department will have the right to inspect its records in order to verify compliance with the LIDP.
- (b) The Supplier must:
 - (i) permit the Contract Manager, an accountant or auditor on behalf of the Agency or the Department, or any other person authorised by the Agency or the Department, from time to time during ordinary business hours and upon Notice, to inspect and verify all records maintained by the Supplier for the purposes of this Agreement;
 - (ii) permit the Agency or the Department from time to time to undertake a review of the Supplier's performance in accordance with the LIDP; and
 - (iii) ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by the Agency or the Department to undertake such audit or inspection.
- (c) The Supplier acknowledges and agrees that the Agency, the Department, the Agency's and Department's duly authorised representatives and Industry Capability Network (Victoria) are authorised to obtain information

from any relevant persons, firms or corporations, including third parties, regarding the Supplier's compliance with the LIDP.

- (d) The obligations set out in this clause 2.4 are in addition to and do not derogate from any other obligation under this Agreement.

2.5 Use of information

The Supplier acknowledges and agrees that:

- (a) Industry Capability Network (Victoria) will assess the Supplier's performance against the LIDP;
- (b) the statistical information contained in the LIDP and the measures of the Supplier's compliance with the LIDP as reported in the LIDP Monitoring Table will be:
 - (i) included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the Local Jobs First Policy in the financial year to which the report of operations relates;
 - (ii) provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the compliance and performance of the LIDP during that year; and
 - (iii) may be disclosed in the circumstances authorised or permitted under the terms of this Agreement or as otherwise required by Law.

3. Subcontracting

- (a) The Supplier must ensure that any subcontracts entered into by the Supplier in relation to work under this Agreement contain clauses requiring subcontractors:
 - (i) to comply with the Local Jobs First Policy and the LIDP to the extent that it applies to work performed under the subcontract,
 - (ii) to provide necessary information that allows the Supplier to comply with its reporting obligations under clause 2.3 of this Schedule, and
 - (iii) to permit the Agency and the Department to exercise their inspection and verification rights under clause 2.4 of this Schedule.
- (b) The subcontracting obligations set out in this clause 3 are in addition to and do not derogate from any other obligations under this Agreement.
- (c) The Supplier's failure to comply with this clause 3 will constitute a material breach of this Agreement.

4. Local Jobs First Commissioner

- (a) The Supplier acknowledges that:

Dated: 25 / 09 / 2020

- (i) it is required to comply with any information notice issued to it by the Local Jobs First Commissioner in accordance with s 24 of the *Local Jobs First Act 2003*;
- (ii) it is required to comply with any compliance notice issued to it by the Local Jobs First Commissioner in accordance with s 26 of the *Local Jobs First Act 2003*;
- (iii) its failure to comply with the compliance notice referred to in this clause 4(a) may result in the issue of an adverse publicity notice by the Responsible Minister under s 29 of the *Local Jobs First Act 2003*; and
- (iv) the Local Jobs First Commissioner may:
 - (A) monitor and report on compliance with the Local Jobs First Policy and LIDP; and
 - (B) request the Agency to conduct an audit in relation to the Supplier's compliance with the Local Jobs First Policy and the LIDP.
- (b) The Supplier acknowledges that the Commissioner may recommend that the Agency take enforcement proceedings against the Supplier if the Supplier has failed to comply with the Local Jobs First Policy or the LIDP by:
 - (i) applying to a court to obtain an injunction; or
 - (ii) taking action available under this Agreement.

03. TENDER SCHEDULES

03.01 SCHEDULE A: FORM OF TENDER

I/We the undersigned do hereby tender to carry out the Building Works associated with the New Classroom Development for St Luke's Primary School, Shepparton, as described in the tender documents for the sum of (words and figures):

.....(\$.....)

Plus Goods and Services Tax of (words and figures):

.....(\$.....)

Total Sum (words and figures):

.....(\$.....)

I/We the undersigned do hereby tender to carry out the Building Works associated with the New Classroom Development for St Luke's Primary School, Shepparton, as described in the tender documents in the Construction time of:

.....Building Industry Working Days

In the event of this tender being accepted, the completed tender documents and the acceptance thereof shall be evidence of contract until a formal agreement is executed. A formal agreement will be executed within one week of acceptance.

Signed (or if a firm or corporation other appropriate form of execution):

.....

Name of person, firm or company:

.....

Address :

.....

Signature of Witness: Title.....

Address:

.....

Dated this day of 2017

03.02 SCHEDULE B: TRADE COST SUMMARY

The total sum shown in Schedule 'B' shall be the total sum as stated in the form of Tender. The amounts shown in this Section shall be used in the assessment of tenders and for cost control purposes.

Trade Item	Tender Figure (ex GST)	Trade Item	Tender Figure (ex GST)
PRELIMINARIES	\$	DOORS AND DOOR FRAMES	\$
DEMOLITION	\$	DOOR HARDWARE	\$
SITE PREPARATION	\$	WINDOWS, DOORS AND GLAZING	\$
STORMWATER DRAINAGE	\$	PLASTERBOARD	\$
TERMITE CONTROL	\$	RESILIENT FLOORING	\$
BRICKWORK	\$	CERAMIC TILE	\$
CONCRETE	\$	WALLCOVERING	\$
STRUCTURAL STEEL	\$	PAINTING	\$
CARPENTRY	\$	FIRE EXTINGUISHERS	\$
FIBRE CEMENT PRODUCTS	\$	MANUFACTURED CASEWORK	\$
JOINERY – SITE BUILT	\$	MODULAR CARPET	\$
WATERPROOFING AND TANKING	\$	MECHANICAL SERVICES	\$
INSULATION	\$	HYDRAULIC SERVICES	\$
FALL ARREST EQUIPMENT	\$	FIRE SERVICES	\$
METALWORK	\$	ELECTRICAL SERVICES	\$
METAL ROOFING, SIDING + PLUMBING	\$	ELECTRICAL LIGHTING PC SUM	\$12,600
		PROVISIONAL SUMS	\$9,000
		Trades Subtotal	\$

TENDER SUBTOTAL \$.....

PLUS GST \$.....

TENDER SUM (INCLUDING GST) \$.....

TENDERER :.....

DATE :.....

SIGNED :.....

Dated: 25 / 09 / 2020

03.03 SCHEDULE C: RATES

Rates are to be used in assessing the value of variations in Clause 10.6 of the General Conditions of Contract. Rates to exclude GST.

SCHEDULE OF LABOUR RATES

	Tender Figure	GST
Carpenter	\$.....	\$..... per ordinary hour.
Plumber	\$.....	\$..... per ordinary hour.
Plasterer	\$.....	\$..... per ordinary hour.
Painter	\$.....	\$..... per ordinary hour.
Labourer (skilled)	\$.....	\$..... per ordinary hour.
Floor Finish Layer	\$.....	\$..... per ordinary hour.
Electrician	\$.....	\$..... per ordinary hour.
Mechanical Contractor	\$.....	\$..... per ordinary hour.

SCHEDULE OF RATES FOR PROVISIONAL ITEMS (AND/OR) ADJUSTMENT OF TIME COSTS

	Tender Figure	GST
Adjustment of Time	\$...../day	\$...../day

TENDERER :.....

DATE :.....

SIGNED :.....

03.04 SCHEDULE D: SUB-CONTRACTORS AND SUPPLIERS

The Contractor shall provide a statement setting out the names of and full particulars concerning any sub-contractor to whom he intends to sub-let any substantial part or the works and any suppliers to be used for supply of substantial quantities of materials for the works.

SUB-CONTRACTORS

NAME	PARTICULARS of WORKS TO BE SUB-LET
	Concrete
	Steelwork
	Structural timber frame
	Carpentry
	Roofing
	Windows
	Doors
	Joinery
	Plastering
	Painting
	Floor Coverings
	Electrical Services
	Mechanical Services
	Plumbing
	Fire services

SUPPLIERS

NAME	PARTICULARS of WORK To BE SUB-LET
	Structural timber frame (LCL/Glulam)
	Composite roofing panels

TENDERER :.....

DATE :.....

SIGNED :.....

03.05 SCHEDULE E: SITE ALLOWANCES & WORKPLACE AGREEMENT DECLARATION

Lump sum tender lodged in respect of this project by the undersigned includes provision for all site allowances payable under any industrial agreement that is applicable to this project.

TENDERER :

DATE :

SIGNED :

Lump sum tender lodged in respect of this project is covered/is not covered (delete as appropriate) by a Industry Based Standard Workplace Agreement.

State Agreement if applicable:

TENDERER :

DATE :

SIGNED :

Dated: 25 / 09 / 2020

03.06 SCHEDULE F: PRICES FOR WORK WHICH MAY BE EXCLUDED FROM THE CONTRACT

The sums shown below are for items of work which may be excluded from the contract. If the work is excluded those sums nominated shall be deducted from the tender sum.

The tender sum nominated in the Form of Tender shall be deemed to include this work.

Item No	Item	Tender Figure	GST
01	Bus Shelter 02 Delete 1 No freestanding external bus shelter structure as detailed on dwg A104, A105 and A203.	\$	\$
02	Entry Shelter 01 Delete 1 No freestanding external shelter structure as detailed on dwgs A104, A105 and A203.	\$	\$
03	Covered Outdoor Learning (North)	\$	\$
04	Covered Outdoor Learning (South)	\$	\$
05	Glazing alternative- all external windows and doors Replace specified frame only with those as outlined in Schedule G Awning Windows - AWS466 Series Fixed Windows - AWS Thermal 804 Series Sliding windows - AWS 462 series Glazed doors – AWS Therna 852 Series	\$	\$
06	Paving scope Refer to drawing A112 for extent of paving to be reduced shown in red dashed line	\$	\$
07	Paving type Refer to drawing A112 for alternative paving type – removed coloured (only) concrete to paving on western side	\$	\$

TENDERER :

DATE :

SIGNED :

Dated: 25 / 09 / 2020

03.07 SCHEDULE G: RECEIPT FOR NOTICE TO TENDERERS

The Tenderer shall acknowledge with his tender the receipt of each and every Notice to Tenderers to the tender documents issued by the Architect and received by the Tenderer during the tender period, in the form set out hereunder. Receipt of the following Notice to Tenderers is acknowledged and due allowance has been made for their provisions in the tender;

ADDENDA Nos. RECEIVED:

TENDERER :

DATE :

SIGNED :

Dated: 25 / 09 / 2020

03.08 SCHEDULE H: PROVISIONAL QUANTITIES AND RATES

Table A: Provisional Quantities & Rates

PQ No	PQ Description	Rate	Quantity	Amount (\$)
PQ1	<p><u>SOFT SPOT RECTIFICATION</u></p> <p>Excavate the soft materials within the sub-grade identified during the proof rolling of the bench and removal of tree roots etc. Remove the excavated material from site as unclean fill. Use approved imported clean dry select fill materials to reinstate the affected areas. Compact to achieve 98% of standard compaction and test as part of level 1 certification.</p>	\$ /m3	75.0m3	\$
PQ2	<p><u>SELECT FILL BENCH</u></p> <p>Excavate unsuitable existing material from across the building site down to subgrade level and remove from site as unclean fill. Import approved select fill, place and compact back up to the contract clay bench level. Compact to achieve 98% of standard compaction and test as part of level 1 certification.</p>	\$ /m3	750.0m3	\$
PQ3	<p><u>CONCRETE BLINDING</u></p> <p>Excavate existing clay soils and place 15Mpa concrete blinding beneath load bearing beams as detailed. (Remove excavated material from site as unclean fill).</p>	\$ /m3	7.5m3	\$
PQ4	<p><u>EXISTING STORMWATER DRAINAGE LINE REMOVAL</u></p> <p>Excavate and remove the existing 225 diam. storm water drainage line (based upon a 1.0m deep x 0.35m wide trench) Dispose of the line and excavated material from site as unclean fill. Import and place approved class 3 fine crush rock to 95% modified compaction back up to subgrade level.</p>	\$ /Lm	65.0 Lm	
PQ5	<p><u>EXISTING SEWER MAIN TREATMENT</u></p> <p>Excavate and remove the existing clay backfill from site as unclean fil (based upon a 1.5m deep x 0.35m wide trench). Import and place approved class 3 fine crush rock to 95% modified compaction back up to subgrade level.</p>	\$ /Lm	105.0 Lm	

Note 1: All volumes are for in-situ state. Allow for all bulking factors.

Note 2: The above rates will be used as the basis for variations during construction.

Note 3: Contractor to allow costs for all Geotechnical density testing, inspections and certification as required and specified.

END

Dated: 25 / 09 / 2020