



Evaluation Plan

Whitlam Affordable Housing Release

1. AIM

This Evaluation Plan details the Evaluation Team, its responsibilities and the evaluation methodology by which Tenders received from Tenderers will be evaluated. The methodology set out in this evaluation plan must be consistent with the assessment criteria set out in the RFT.

2. THE PROJECT

This Evaluation Plan relates to the Request for Tenders for the sale and development of affordable housing in Whitlam (**RFT**). The RFT is a single stage process, seeking Tenders for packaged lots in the estate of Whitlam (**Lots**), with one or more blocks in each lot requiring house and land packages on single residential blocks be sold at affordable housing price thresholds. The successful Tenderer for each Lot will be required to enter into a Project Delivery Deed for the Lot and a put and call option deed for each block in the Lot.

3. EVALUATION TEAM

The Evaluation Team detailed below has been formed to evaluate the Tenders for the above RFT. All members of the Evaluation Team are aware of their responsibilities, and the need to demonstrate impartiality and equity to all Tenderers. No Tenders will be released to a member of the Evaluation Team unless they have completed and signed the Confidentiality and Conflict of Interest Undertaking and Disclosure (in the form attached to this Evaluation Plan) and if they have disclosed an actual, potential or perceived conflict of interest, until the Evaluation Chairperson or the Delegate (in the event the disclosure is by the Evaluation Chairperson) has resolved that the Evaluation Team member may proceed to evaluate Tenders.

The Evaluation Team will be responsible for:

- (a) maintaining probity;
- (b) evaluating the Tenders in accordance with the RFT;
- (c) documenting the evaluation process;
- (d) preparing the Evaluation Report;
- (e) seeking Chief Executive Officer approval, or Delegate, to proceed to appointment successful Tenderers for each lot;
- (f) providing additional information and advice to the Chief Executive and/or Delegates may be required for the Chief Executive's and/or Delegate's consideration of the recommendation/s of the Panel; and
- (g) debriefing unsuccessful Tenderers.

The Evaluation Team for this RFT will comprise:

Position	Name	Title	Department
Chairperson	Simon Tennent	Development Director, Molonglo	Suburban Land Agency
Member	Teagan Valeri	Manager, Affordable Housing	Suburban Land Agency
Member	Kerry Henshaw	Assistant Director, Sales and Client Services	Suburban Land Agency
Member	Jessica Hanigan	Assistant Director, Housing and Policy	EPSDD
Delegate	Tom Gordon	Executive Manager, Development Delivery	Suburban Land Agency

These members are experienced and knowledgeable regarding the requirements set out in the RFT and the Evaluation Plan. Members of the Evaluation Team are personally appointed and should not be withdrawn or replaced without the approval of the Delegate.

The Evaluation Team may, as required, utilise specialist advice to assist in the evaluation process. The areas of expertise may include:

- (a) technical analysis;
- (b) financial assessment;
- (c) probity; and
- (d) legal issues.

4. RFT CLOSING TIME

Tenders must be lodged electronically via www.tenders.act.gov.au (Tenders ACT) by 2pm 15 October 2020.

Any Tender lodged after the Closing Time (as defined in the RFT) may be reviewed by the Suburban Land Agency and may or may not be admitted to the evaluation process at the sole discretion of the Suburban Land Agency without explanation to the non-conforming Tenderer.

Any Tenders lodged by the Closing Time but otherwise not in compliance with this RFT may be excluded from or admitted to evaluation by the Suburban Land Agency at the Suburban Land Agency's sole discretion.

Tenders will be receipted and registered in accordance with the ACT Government's standard processes.

5. EVALUATION PROCESS

All Tenders received will be assessed using the methodology outlined below.

Compliance Statement

At the completion of Tenders ACT's registration and receipting process, the Evaluation Team will undertake a compliance review of Tenders against the conformity requirements of the RFT, with assistance from Clayton Utz as required in relation to any legal issues. The checklist under the heading "First Step" below may be used for the compliance review. The Evaluation Team may seek clarification or additional information from Tenderers if the Evaluation Team considers that the required information

will not materially impact on the compliance with the RFT, nor give the relevant Tenderer an undue advantage over another Tenderer. Probity advice from the office of the ACT Government Solicitor may be sought by the Evaluation Team in that regard.

The Evaluation Team will document whether or not it wishes to exercise its discretion to admit a non-conforming Tender to evaluation, and its relevant considerations in that regard.

Non-conforming Tender

In relation to any Tender that is considered incomplete, non-compliant, or otherwise in need of clarification, the Suburban Land Agency may in its discretion decide to exclude the Tender from the RFT process.

Additional Information/Clarification

The RFT Evaluation Team may, in writing, seek additional information or clarification of Tenders received where this information does not materially impact on the conformance of the Tender. All requests for clarification must be fully documented and appropriately filed.

Evaluation

The Evaluation Team will review all Tenders by way of a twostep process.

First Step

The part one of the First Step will be a "form not substance" compliance review by the Evaluation Team as to whether the Tenderer has lodged its Tender by the Closing Time and has submitted and completed the 6 Returnable Schedules.

If a Tenderer has lodged its Tender by the Closing Time and has submitted and completed all 6 Returnable Schedules it will be deemed to have met the "Threshold Requirement".

Threshold Requirement	Complies Yes / No
1. Tender lodged by Closing Time?	
2. Returnable Schedule 1: Tenderer's Details including acknowledgment of addenda provided?	
3. Returnable Schedule 2: Preferred Lots and Lot Prices provided?	
4. Returnable Schedule 3: Achievement of Objectives provided?	
5. Returnable Schedule 4: Details of Work, Health and Safety provided?	
6. Returnable Schedule 5: Details of Team and Experience provided?	
7. Returnable Schedule 6: Checklist and warranty provided?	

For part two of the First Step, Tenderer Lot Prices for each Lot will be assessed against the Reserve Price for the Lot and any Tender for a Lot that includes a Tendered Lot Price that is less than the Reserve Price will be excluded from further evaluation for that Lot (i.e. will not proceed to the Second Step).

Second Step

Tenders that have not been excluded from consideration by the Suburban Land Agency and have met the Threshold Requirements (including Tenderer Lot Price/s not less than the Reserve Price) will be assessed against the Evaluation Criteria set out in Part C of the RFT - Assessment of Tenders and which is set out in the table below.

The Evaluation Criteria are those notified to Tenderers in the RFT. The Evaluation Team will apply these Criteria to evaluate

Evaluation Criteria Table

Evaluation Criteria		Returnable Schedule (RS) and Action Required	Evaluation Weighting
1	<p>Financial</p> <p>The financial offer proposed by the Tenderer, which clearly defines the Lot Price the Tenderer is offering for the Crown Leases for the relevant Lot.</p>	<p>RS 2</p> <p>Address all RS requirements</p>	50%
2	<p>Achievement of Objectives</p> <p>The Tenderer should include a statement and plans demonstrating how it intends to achieve the project objectives.</p>	<p>RS 3</p> <p>Address all RS requirements</p>	20%
3	<p>Work Health and Safety</p> <p>The Tenderer must provide a statement of Work Health and Safety (WHS) principles and actions in the last 12 months.</p>	<p>RS 4</p> <p>Address all RS requirements</p>	15%
4	<p>Team and Experience</p> <p>The Tenderer must address in its Tender details of its organisation, key personnel and project team and their experience and availability.</p>	<p>RS 5</p> <p>Address all RS requirements</p>	15%

The Evaluation Team will review each Tender against each of the Evaluation Criteria and provide a score out of 10 for each of the Evaluation Criteria using the process and the table below.

Score	Description	Definition
10	Exceptional	Requirements are significantly exceeded in all areas of the relevant Returnable Schedule.
9	Outstanding	Requirements are exceeded in most key areas and addressed to a very high standard in others of the relevant Returnable Schedule.
8	Very Good	Requirements are met to a very high standard in all areas of the relevant Returnable Schedule.
7	Good	Requirements are met to a high standard in all or most areas of the relevant Returnable Schedule.
6	Fair	Requirements are addressed well in all areas and are substantiated in most areas. Some minor shortcomings.
5	Acceptable	Requirements in the relevant Returnable Schedule are addressed to a consistent acceptable standard with no major shortcomings. Some proposals may be questionable.

4	Marginal	Requirements in the relevant Returnable Schedule are not fully met. Some requirements are unsubstantiated; others only adequate. Some proposals may be unworkable.
3	Poor	Requirements in the relevant Returnable Schedule are poorly addressed in some areas or not at all and are largely unsubstantiated.
2	Very Poor	The Requirements in the relevant Returnable Schedule are inadequately dealt with in most or all areas.
1	Unacceptable	The relevant Returnable Schedule Requirements are not met.
0	Non-compliant	Tenderer has completely failed to address, or refused to provide, a Tender to the relevant Returnable Schedule.

Each Evaluation Team member:

- must determine a preliminary score for each Tender to each Evaluation Criterion; and
- should record the reasons for the scores they have awarded against the criteria and note any particular risks/issues/clarification questions.

The Evaluation Team will then meet to determine a single agreed score for each Tender to each Evaluation Criteria based on the deliberations of the Evaluation Team members.

Where consensus within the Panel cannot be achieved for a criteria, an average of the individual scores for that criteria will be applied to be the final score (to one decimal place).

A Tenderer needs to obtain a score of at least 5/10 for each Evaluation Criteria otherwise the Tender will be excluded by the Suburban Land Agency.

The final score for each of the Evaluation Criteria are multiplied by the applicable Evaluation Weighting as set out in the Evaluation Criteria Table and the results added to arrive at a numerical rating out of 10 (to one decimal place).

Tenders with the same evaluation score will have the same ranking.

If there is no Tendered Lot Price for a Lot that equals or exceeds the Reserve Price for the Lot, the Suburban Land Agency may negotiate with the Tenderer with the highest Tendered Lot Price for that Lot to achieve the Reserve Price for the Lot. This process may continue with the Tenderer with the next highest Tendered Lot Price until the Reserve Price for the Lot is achieved.

Third Step

Following the Second Step, the Evaluation Team will consider the following in relation to each Tender (on a Lot by Lot basis), which are not in any order of importance:

- conditions (if any) specified in Returnable Schedule 2 regarding preferred Lots and conditions;
- the number of Lots for which a Tenderer has the highest ranked Tender;
- assessment of any risk associated with the Tenderer's response; and
- any other matter that the Agency considers relevant.

Fourth Step

The Evaluation Team will rank the Tenders from highest to lowest. The Successful Tenderer for a Lot will be the Tenderer with the highest ranked Tender for that Lot, subject to the following:

- any conditions specified by the Tenderer in Returnable Schedule 2; and

- where the Tenderer is the Successful Tenderer for ten or more Lots:
 - Lots will be allocated to the next highest ranked Tenderer (if applicable) once ten Lots have been allocated to a Tenderer in that Tenderer's order of preference as specified in Returnable Schedule 2; and
 - more than ten Lots will be allocated to a Tenderer where there are no other Tenders for the additional Lots (other than Tenders excluded at Stage One).

Any Tender may at any time be excluded by the Suburban Land Agency from consideration or further consideration where, in the opinion of the Suburban Land Agency, they are:

- (a) incomplete or non-compliant with the requirements of this RFT;
- (b) subject to any condition or requirement which is contrary to the requirements of this RFT;
- (c) subject to a condition or requirement that further due diligence or other investigations must be performed after the Tender is submitted; or
- (d) as otherwise determined by the Suburban Land Agency (acting reasonably).

Debriefing

Tenderers may request a debriefing following the conclusion of the RFT process by notice in writing to the Suburban Land Agency. Debriefings will be limited to matters relevant to the Tenderer's Tender and the Evaluation Criteria contained in the RFT.

6. EVALUATION REPORT

The Evaluation Team will prepare the following information for inclusion with the Evaluation Report:

- The evaluation process;
- The order of preference of Tenderers;
- Identification of any issues which should be resolved by negotiation; and
- Recommendations to the Chief Executive Officer or approving Delegate.

From: Tennent, Simon
Sent: Thursday, 3 December 2020 9:20 AM
To: Mayo, Tracy
Cc: Henshaw, Kerry; Valeri, Teagan
Subject: FW: FOR APPROVAL - Whitlam Affordable Housing RFT
Attachments: Whitlam Affordable_Tender Evaluation Report SLA - Signed Version (002).pdf

OFFICIAL: Sensitive

Hi Tracy

All signed. Can we please action the exchange of contracts and initiate contact with the under bidder.

Thanks

SimonT

From: Gordon, Tom <Tom.Gordon@act.gov.au>
Sent: Wednesday, 2 December 2020 4:04 PM
To: Tennent, Simon <Simon.Tennent@act.gov.au>
Subject: RE: FOR APPROVAL - Whitlam Affordable Housing RFT

OFFICIAL: Sensitive

Hi Simon,

Recommendation approved. Please advise the sales team to action the exchange of contracts.

Thanks,
Tom

From: Tennent, Simon <Simon.Tennent@act.gov.au>
Sent: Wednesday, 2 December 2020 3:49 PM
To: Gordon, Tom <Tom.Gordon@act.gov.au>
Cc: Henshaw, Kerry <Kerry.Henshaw@act.gov.au>; Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>; Mayo, Tracy <Tracy.Mayo@act.gov.au>
Subject: FOR APPROVAL - Whitlam Affordable Housing RFT

OFFICIAL: Sensitive

Hi Tom

You will be aware the Tender Panel for the Whitlam Affordable Housing Lots (19 sites in total) have met and assessed the received Tenders.

I attach for your approval as Delegate, the final signed Tender Evaluation Report showing acceptable tenders on 13 of the sites and seeking your agreement to commence negotiations on the remaining 6.

Happy to discuss this document, otherwise I look forward to your approval.

Kind regards

Simon Tennent

Development Director - Molonglo

T: 02 6205 4961

Suburban Land Agency | ACT Government

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www.suburbanland.act.gov.au



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From: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Sent: Wednesday, 2 December 2020 1:23 PM
To: Tennent, Simon <Simon.Tennent@act.gov.au>

Cc: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Hi Simon,
Please find attached the Report with the Attachments included.
Kind regards
Tracy

From: Tennent, Simon <Simon.Tennent@act.gov.au>
Sent: Wednesday, 2 December 2020 9:22 AM
To: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Cc: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Thanks Everyone

Tracy, no further changes and we have added our signatures so did you now want to add the appendices and I will get it to Tom today.

Cheers

SimonT

From: Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Sent: Tuesday, 1 December 2020 3:59 PM
To: Valeri, Teagan <Teagan.Valeri@act.gov.au>; Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Tennent, Simon <Simon.Tennent@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Thanks Teagan

Hi Simon please find attached.

From: Valeri, Teagan <Teagan.Valeri@act.gov.au>
Sent: Tuesday, 1 December 2020 3:00 PM
To: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Tennent, Simon <Simon.Tennent@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Over to you Kerry

Cheers

Teagan Valeri | Manager, Affordable Housing
6207 2855 | **Suburban Land Agency**

From: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>
Sent: Tuesday, 1 December 2020 11:05 AM
To: Tennent, Simon <Simon.Tennent@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

If this is not suitable – just let me know 😊

From: Hanigan, Jessica
Sent: Tuesday, 1 December 2020 10:59 AM
To: Tennent, Simon <Simon.Tennent@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

I can sign in PDF – also in 480N on Thursday afternoon

From: Tennent, Simon <Simon.Tennent@act.gov.au>
Sent: Tuesday, 1 December 2020 10:49 AM
To: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Jess, can you e-sign it in PDF form?

Alternatively, when are you in at the Dickson Office Block?

From: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>
Sent: Tuesday, 1 December 2020 10:24 AM
To: Tennent, Simon <Simon.Tennent@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Hi Simon

Thanks for sending that through.

All looks good. Just an edit to my last name. One 'n' in 'Hanigan'.

I also have no idea how to add my signature in word...sorry!

Kind regards

Jess

From: Tennent, Simon <Simon.Tennent@act.gov.au>
Sent: Tuesday, 1 December 2020 8:56 AM

To: Valeri, Teagan <Teagan.Valeri@act.gov.au>; Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Hi Panel Members

Tracy has finalised the evaluation report. I have reviewed and am happy with it so have inserted my signature.

Can you also please review and sign at your earliest convenience.

Cheers

SimonT

From: Tennent, Simon

Sent: Thursday, 26 November 2020 9:33 AM

To: Valeri, Teagan <Teagan.Valeri@act.gov.au>; Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>

Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>; Cox, Simon <Simon.Cox@act.gov.au>; Jagarinec, Katrina <Katrina.Jagarinec@act.gov.au>; Thornhill, David <David.Thornhill@act.gov.au>; Bulless, Neil <Neil.Bulless@act.gov.au>

Subject: Whitlam Affordable Housing RFT - Update

OFFICIAL: Sensitive

Hi Teagan, Jess and Kerry

Just an update on the Whitlam Affordable Housing Tender outcomes.

Tracy is finalising the report that will show the preferred tenderers for those sites that met reserve, and will recommend to the delegate that we enter into a 5 day exclusive negotiation with the under-bidders on those sites where the reserve wasn't met.

We should be in a position to get your agreement to the report and send on to the delegate early next week.

Cheers

SimonT



ALN Construction Group Pty Ltd

Attn: Ahmed ^{Sch 2.2(a)(ii)} Sukhera

Sch 2.2(a)(ii)

Dear Ahmed

WHITLAM AFFORDABLE HOUSING RFT
LOTS 1 - 19

Thank you for submitting a tender for the above Request for Tender (**RFT**). The tender evaluation process has concluded, and the Suburban Land Agency (**Agency**) is pleased to inform you that your tender has been assessed as the preferred tenderer for the following Lots:

LOT 1	BLOCKS 1 - 8 SECTION 2 DIVISION OF WHITLAM	Sch 2.2(a)(xiii)
LOT 2	BLOCKS 9 - 16 SECTION 2 DIVISION OF WHITLAM	
LOT 3	BLOCKS 1 - 7 SECTION 3 DIVISION OF WHITLAM	
LOT 17	BLOCKS h – k & n SECTION BO DIVISION OF WHITLAM	
LOT 19	BLOCKS j - q SECTION BC DIVISION OF WHITLAM	

Clayton Utz will provide your lawyer with original counterparts of the Project Delivery Deed and Option Deeds (**Transaction Documents**) for your execution. Please provide us with your lawyer details by 5pm 10 December 2020. If we have not received confirmation from you by this time, the documents will be sent to you directly, as per the address provided on your tender submission.

In accordance with the RFT, the Successful Tenderer must:

- execute the Transaction Documents; and
- provide the Security and original executed Transaction Documents for the relevant Lot to the Agency,

within 5 Business Days after being notified that they are the successful tenderer.

The Agency:

- does not propose to enter into any negotiations; and

- may exclude from consideration any Tender where the Tenderer delays entering into the Transaction Documents, proposes to amend the Transaction Documents, seeks to change its position as set out in their Tender or raises issues not specified in their Tender.

We look forward to working with you to finalise this process.

Yours sincerely

Sch 2.2(a)(ii)

Simon Tennent
Development Director, Molonglo

8 December 2020

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)



Sch 2.2(a)(xi), Sch 2.2(a)(xiii)



Sch 2.2(a)(xiii)

Packaged Lot	Number of Blocks	Affordable Blocks	Standard Blocks	Number of Bids
PKG 1	8	6	2	6
PKG 2	8	6	2	6
PKG 3	7	5	2	8
PKG 4	10	8	2	5
PKG 5	10	8	2	6
PKG 6	7	6	1	4
PKG 7	8	7	1	4
PKG 8	7	6	1	4
PKG 9	7	6	1	4
PKG 10	6	4	2	4
PKG 11	5	3	2	4
PKG 12	7	5	2	7
PKG 13	7	5	2	7
PKG 14	7	5	2	5
PKG 15	8	6	2	5
PKG 16	7	5	2	7
PKG 17	5	2	3	8
PKG 18	8	6	2	6
PKG 19	8	6	2	6

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)



Lot	Affordable Housing	Section	Block	Area m ²
1		2	1	279
	Yes	2	2	246
	Yes	2	3	246
	Yes	2	4	241
	Yes	2	5	241
	Yes	2	6	248
	Yes	2	7	241
		2	8	291
2		2	9	290
	Yes	2	10	243
	Yes	2	11	241
	Yes	2	12	241
	Yes	2	13	248
	Yes	2	14	241
	Yes	2	15	248
		2	16	294
3		3	1	270
	Yes	3	2	244
	Yes	3	3	244
	Yes	3	4	244
	Yes	3	5	243
	Yes	3	6	244
		3	7	270
4		12	1	297
	Yes	12	2	175
	Yes	12	3	175
	Yes	12	4	175
	Yes	12	5	227
	Yes	12	6	227
	Yes	12	7	175
	Yes	12	8	175
		12	9	175
5		12	10	297
		12	11	310
	Yes	12	12	182
	Yes	12	13	185
	Yes	12	14	188
	Yes	12	15	249
	Yes	12	16	246
	Yes	12	17	207
	Yes	12	18	202
	Yes	12	19	205
6		12	20	350
	Yes	27	1	242
	Yes	27	2	222
	Yes	27	3	222
	Yes	27	4	222
	Yes	27	5	222

LOT 1 BLOCK 1 - 8 SECTION 2

LOT 2 BLOCK 9 - 16 SECTION 2

LOT 3 BLOCK 1 - 7 SECTION 3

LOT 4 BLOCKS 1 -10 SECTION 12

LOT 5 BLOCK 11 - 20 SECTION 12

LOT 6 BLOCK 1 - 7 SECTION 27

		27	7	263
7		27	8	263
	Yes	27	9	225
	Yes	27	10	222
	Yes	27	11	222
	Yes	27	12	222
	Yes	27	13	222
	Yes	27	14	222
	Yes	27	15	242
8	Yes	26	1	242
	Yes	26	2	222
	Yes	26	3	222
	Yes	26	4	222
	Yes	26	5	222
	Yes	26	6	222
		26	7	263
9		26	8	263
	Yes	26	9	222
	Yes	26	10	222
	Yes	26	11	222
	Yes	26	12	222
	Yes	26	13	222
	Yes	26	14	242
10		31	1	264
	Yes	31	2	175
	Yes	31	3	175
	Yes	31	4	175
	Yes	31	5	175
		31	6	280
11		31	7	280
	Yes	31	8	175
	Yes	31	9	175
	Yes	31	10	175
		31	11	317
12		BU	a	367
	Yes	BU	b	179
	Yes	BU	c	179
	Yes	BU	d	179
	Yes	BU	e	179
	Yes	BU	f	179
		BU	g	299
13		BU	h	299
	Yes	BU	i	179
	Yes	BU	j	179
	Yes	BU	k	179
	Yes	BU	l	179
	Yes	BU	m	179
		BU	n	373
		BV	a	326
	Yes	BV	b	190
	Yes	BV	c	189

LOT 7 BLOCK 8 - 15 SECTION 27

LOT 8 BLOCK 1 - 7 SECTION 26

LOT 9 BLOCK 8 - 14 SECTION 26

LOT 10 BLOCK 1 - 6 SECTION 31

LOT 11 BLOCK 7 - 11 SECTION 31

LOT 12 BLOCK a - g SECTION BU

LOT 13 BLOCK h - n SECTION BU

LOT 14 BLOCK a - g SECTION BV

14	Yes	BV	d	188
	Yes	BV	e	187
	Yes	BV	f	185
		BV	g	306
15		BV	h	303
	Yes	BV	i	180
	Yes	BV	j	179
	Yes	BV	k	178
	Yes	BV	l	177
	Yes	BV	m	177
	Yes	BV	n	177
		BV	o	334
16		BO	a	407
	Yes	BO	b	209
	Yes	BO	c	209
	Yes	BO	d	209
	Yes	BO	e	209
	Yes	BO	f	209
		BO	g	314
17		BO	h	314
	Yes	BO	i	209
	Yes	BO	j	209
		BO	k	321
		BO	n	414
18		BC	a	434
	Yes	BC	b	224
	Yes	BC	c	224
	Yes	BC	d	224
	Yes	BC	e	224
	Yes	BC	f	224
	Yes	BC	g	224
		BC	h	320
19		BC	j	320
	Yes	BC	k	224
	Yes	BC	l	224
	Yes	BC	m	224
	Yes	BC	n	224
	Yes	BC	o	224
	Yes	BC	p	224
		BC	q	461

LOT 15 BLOCK h - o SECTION BV

LOT 16 BLOCK a - g SECTION BO

LOT 17 BLOCK h - k & n SECTION BO

LOT 18 BLOCK a - h SECTION BC

LOT 19 BLOCK j - q SECTION BC

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)

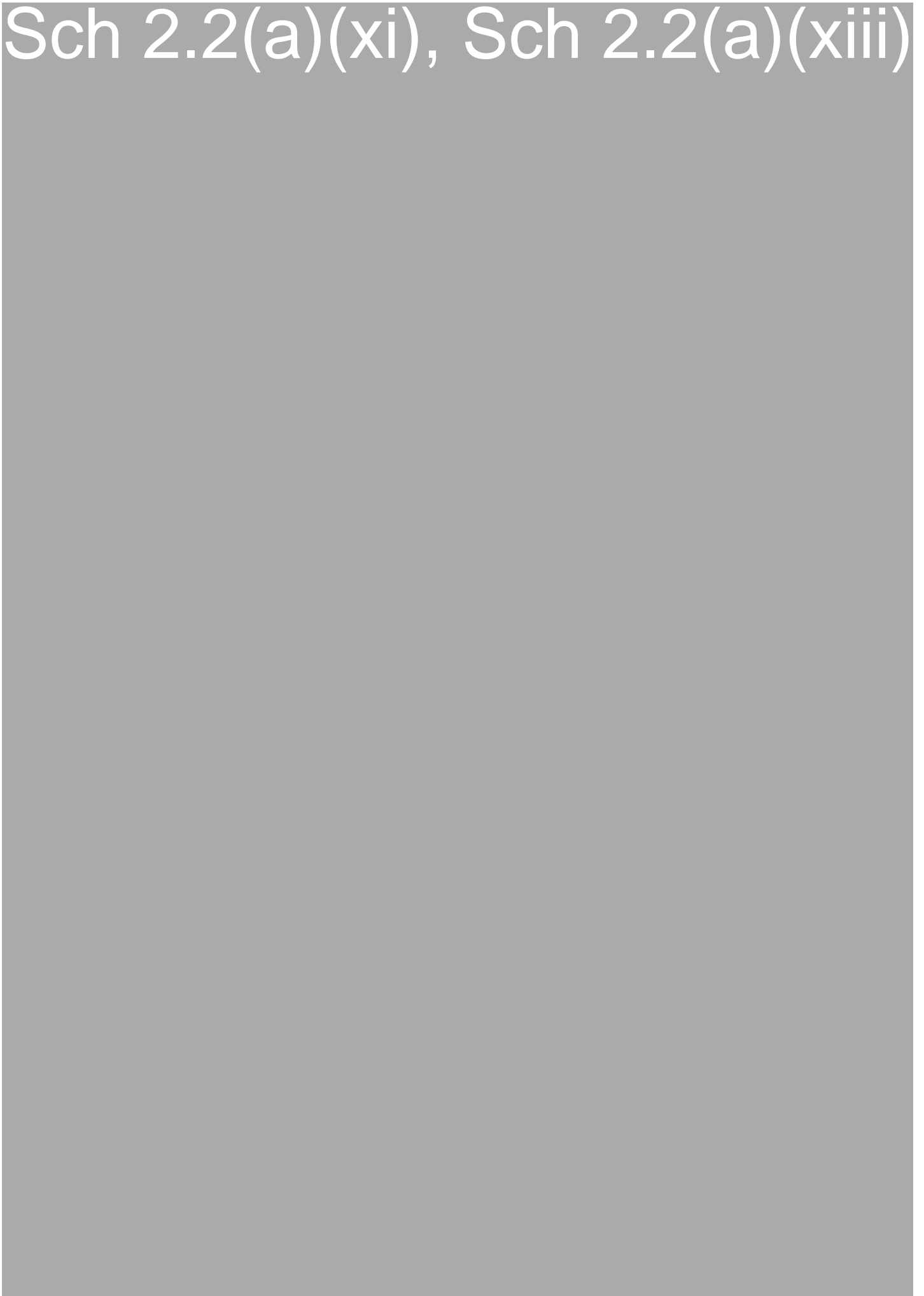
Attachment A - Block List

Lot	Affordable Housing	Section	Block	Area m ²
1		2	1	279
	Yes	2	2	246
	Yes	2	3	246
	Yes	2	4	241
	Yes	2	5	241
	Yes	2	6	248
	Yes	2	7	241
		2	8	291
2		2	9	290
	Yes	2	10	243
	Yes	2	11	241
	Yes	2	12	241
	Yes	2	13	248
	Yes	2	14	241
	Yes	2	15	248
		2	16	294
3		3	1	270
	Yes	3	2	244
	Yes	3	3	244
	Yes	3	4	244
	Yes	3	5	243
	Yes	3	6	244
		3	7	270
4		12	1	297
	Yes	12	2	175
	Yes	12	3	175
	Yes	12	4	175
	Yes	12	5	227
	Yes	12	6	227
	Yes	12	7	175
	Yes	12	8	175
	Yes	12	9	175
	12	10	297	
5		12	11	310
	Yes	12	12	182
	Yes	12	13	185
	Yes	12	14	188
	Yes	12	15	249
	Yes	12	16	246
	Yes	12	17	207
	Yes	12	18	202
	Yes	12	19	205
		12	20	350
6	Yes	27	1	242
	Yes	27	2	222
	Yes	27	3	222
	Yes	27	4	222
	Yes	27	5	222

	Yes	27	6	222
		27	7	263
7		27	8	263
	Yes	27	9	225
	Yes	27	10	222
	Yes	27	11	222
	Yes	27	12	222
	Yes	27	13	222
	Yes	27	14	222
	Yes	27	15	242
8	Yes	26	1	242
	Yes	26	2	222
	Yes	26	3	222
	Yes	26	4	222
	Yes	26	5	222
	Yes	26	6	222
		26	7	263
9		26	8	263
	Yes	26	9	222
	Yes	26	10	222
	Yes	26	11	222
	Yes	26	12	222
	Yes	26	13	222
	Yes	26	14	242
10		31	1	264
	Yes	31	2	175
	Yes	31	3	175
	Yes	31	4	175
	Yes	31	5	175
		31	6	280
11		31	7	280
	Yes	31	8	175
	Yes	31	9	175
	Yes	31	10	175
		31	11	317
12		BU	a	367
	Yes	BU	b	179
	Yes	BU	c	179
	Yes	BU	d	179
	Yes	BU	e	179
	Yes	BU	f	179
		BU	g	299
13		BU	h	299
	Yes	BU	i	179
	Yes	BU	j	179
	Yes	BU	k	179
	Yes	BU	l	179
	Yes	BU	m	179
		BU	n	373
	BV	a	326	

14	Yes	BV	b	190	
	Yes	BV	c	189	
	Yes	BV	d	188	
	Yes	BV	e	187	
	Yes	BV	f	185	
			BV	g	306
15			BV	h	303
	Yes	BV	i	180	
	Yes	BV	j	179	
	Yes	BV	k	178	
	Yes	BV	l	177	
	Yes	BV	m	177	
	Yes	BV	n	177	
			BV	o	334
16			BO	a	407
	Yes	BO	b	209	
	Yes	BO	c	209	
	Yes	BO	d	209	
	Yes	BO	e	209	
	Yes	BO	f	209	
			BO	g	314
17			BO	h	314
	Yes	BO	i	209	
	Yes	BO	j	209	
			BO	k	321
			BO	n	414
18			BC	a	434
	Yes	BC	b	224	
	Yes	BC	c	224	
	Yes	BC	d	224	
	Yes	BC	e	224	
	Yes	BC	f	224	
	Yes	BC	g	224	
			BC	h	320
19			BC	j	320
	Yes	BC	k	224	
	Yes	BC	l	224	
	Yes	BC	m	224	
	Yes	BC	n	224	
	Yes	BC	o	224	
	Yes	BC	p	224	
			BC	q	461

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)



Sch 2.2(a)(xi), Sch 2.2(a)(xiii)

Sch 2.2(a)(xi), Sch 2.2(a)(xiii)



Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

1.11 Tenderer Name: ALN Construction Group
ACN/ABN: 616 441 171 / 55 616 441 171

	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

2.11 Tenderer Name: Sch 2.2(a)(xi)

[Redacted]

	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	NO
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	NO
4. Achievement of Project Objectives (Returnable Schedule 3)	NO
5. Work Health & Safety (Returnable Schedule 4)	NO
6. Team and Experience (Returnable Schedule 5)	NO
7. Checklist and Warranty (Returnable Schedule 6)	NO

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

3.11 Tenderer Name: Sch 2.2(a)(xi) [Redacted]
[Redacted]

	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

4.11 Tenderer Name: Sch 2.2(a)(xi)
 [Redacted]

	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

5.11 Tenderer Name: Sch 2.2(a)(xi)



	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

6.11 Tenderer Name: Sch 2.2(a)(xi)
 [Redacted]

	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

7.11 Tenderer Name: Sch 2.2(a)(xi)
 [Redacted]

	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

8.11 Tenderer Name: Sch 2.2(a)(xi)



	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

9.11 Tenderer Name: Sch 2.2(a)(xi)



	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

10.11 Tenderer Name: Sch 2.2(a)(xi)



	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	NO
5. Work Health & Safety (Returnable Schedule 4)	NO
6. Team and Experience (Returnable Schedule 5)	NO
7. Checklist and Warranty (Returnable Schedule 6)	NO

Compliance Check

Whitlam Affordable Request for Tender (062020.Whitlam.Aff)

19 Packaged Lots (140 Blocks)

- 1. 11.11 Tenderer Name: Sch 2.2(a)(xi)

	Complies Yes / No
1. Tender lodged by Closing Time?	YES
2. Tenderers Details (Returnable Schedule 1)	YES
3. Preferred Lots and Lot Prices (Returnable Schedule 2)	YES
4. Achievement of Project Objectives (Returnable Schedule 3)	YES
5. Work Health & Safety (Returnable Schedule 4)	YES
6. Team and Experience (Returnable Schedule 5)	YES
7. Checklist and Warranty (Returnable Schedule 6)	YES

Item	Applicant's question	SLA response
3.	<i>... is there any requirements in your documents to ask selected builder to follow the HIA or MBA?</i>	<i>There is no specific reference to builders having to follow HIA or MBA. SLA selected builders through an open Request for Tender process. As part of this process, SLA established a tender evaluation panel which was responsible for undertaking due diligence to determine successful tenderers. The panel assessed administrative compliance with the tender requirements, and the weighted evaluation criteria, including financial offer, how they would achieve the project objectives (affordability, timeline, and design and build quality) and their team and experience.</i>

From: Sch 2.2(a)(ii)
Sent: Monday, 2 August 2021 1:53 PM
To: ACT Affordable Home Purchase
Cc: Ahmed Sukhera; Sch 2.2(a)(ii)
Subject: Re: Affordable housing projects Whitlam
Attachments: Affordable Housing Table - Developer to Complete (A24283534).docx

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hey Tegan,

Please find attached the requested document.

The estimated completion date for these projects would be around december 2022.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager

ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Thu, Jul 29, 2021 at 3:43 PM Sch 2.2(a)(ii) wrote:

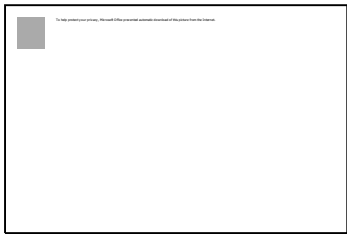
Hey Tegan,

Hope you are well. I tried calling you today and wanted to discuss your email but I think you were busy. Please call me back on Sch 2.2(a)(ii) to discuss further if required.

1. You have provided a singular floorplan – is this for multiple dwellings and if so – which sites? Could you please complete the attached Schedule so that we know what we are offering, including final prices (ie. split of land and building costs) **This plan is for multiple dwellings Block 2, 3, 4, 5 and 6 of Section 3. I will update the table you have provided and send it back to you tomorrow.**
2. Please provide a copy of your inclusions list **I have attached the inclusion list.**
3. If you have any marketing materials please provide these **What other marketing materials can we provide?**

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Tue, Jul 27, 2021 at 2:05 PM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Good Morning Sch 2.2(a)(ii)

Thanks for your call this morning.

A few things we require to release this ballot, if you could please provide to me no later than COB Thursday, I will then be able to release before the weekend:

1. You have provided a singular floorplan – is this for multiple dwellings and if so – which sites? Could you please complete the attached Schedule so that we know what we are offering, including final prices (ie. split of land and building costs)
2. Please provide a copy of your inclusions list
3. If you have any marketing materials please provide these

As discussed, could you please provide an expected timeframe on these dwellings (noting you referenced Mid 2022 in our conversation)– we will then include this information in the ballot offering.

Kind Regards

Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

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From: Sch 2.2(a)(ii)
Sent: Monday, 26 July 2021 12:58 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera Sch 2.2(a)(ii); Sch 2.2(a)(ii)
Subject: Affordable housing projects Whitlam

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Hey Tegan,

As discussed over the phone, please find attached the required documents for section 3 in Whitlam. Let me know if you require anything else and when you can start the ballot process.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

--	--	--	--	--	--	--	--

From: Haseeb khan [Sch 2.2(a)(ii)]
Sent: Thursday, 5 August 2021 12:22 PM
To: ACT Affordable Home Purchase
Cc: Ahmed Sukhera; Muhammad Awais
Subject: Re: Affordable housing projects Whitlam
Attachments: Residential building contract.pdf

Categories: Objective Filing

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hey Tegan,

Please find attached the requested document.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



[Sch 2.2(a)(ii)]
Operations Manager
ALN Construction Group Pty Ltd
m: [Sch 2.2(a)(ii)]
e: [Sch 2.2(a)(ii)]

On Thu, Aug 5, 2021 at 11:18 AM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Good Morning Sch 2.2(a)(ii)

Thanks for this.

I've just been preparing our ballot release and note the provided building contract doesn't have any of the fillable fields completed. Particularly of relevance to the ballot release are:

Appendix A

A7 7.2

A11

A12

A13

A15

Appendix B

B1

Could you please clarify as it is required for us to provide information on financial requirements during the ballot offering.

I note you have provided the anticipated **completion** date for the dwellings of December 2022. Can you please also advise when you are anticipating construction to commence? This will also provide information for buyers should there be any progress payments towards the build (TBC per Appendix B).

Cheers

Teagan

**Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme**

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

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From: Sch 2.2(a)(ii)
Sent: Thursday, 5 August 2021 9:09 AM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera Sch 2.2(a)(ii)
Subject: Re: Affordable housing projects Whitlam

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hey Tegan,

Apologies for the delayed response. I do not have the 3D renders of the dwellings.

Please find attached the plans with the correct area in sq meters. Previous plan had a garage floor added to the total area which has now been removed. No changes have been made to the plan itself. Just the addition of the floor area was incorrect.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Wed, Aug 4, 2021 at 10:50 AM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Hi Sch 2.2(a)(ii)

Do you have any 3D renders from your BA for these dwellings?

Just to include in the ballot would be great, if not no worries.

Cheers

**Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme**

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

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From: Sch 2.2(a)(ii) [REDACTED]
Sent: Monday, 26 July 2021 12:58 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Sch 2.2(a)(ii) [REDACTED]
Subject: Affordable housing projects Whitlam

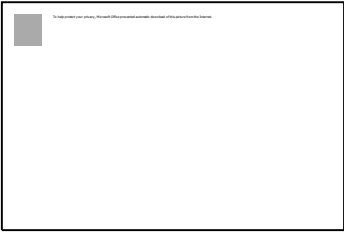
CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hey Tegan,

As discussed over the phone, please find attached the required documents for section 3 in Whitlam. Let me know if you require anything else and when you can start the ballot process.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,

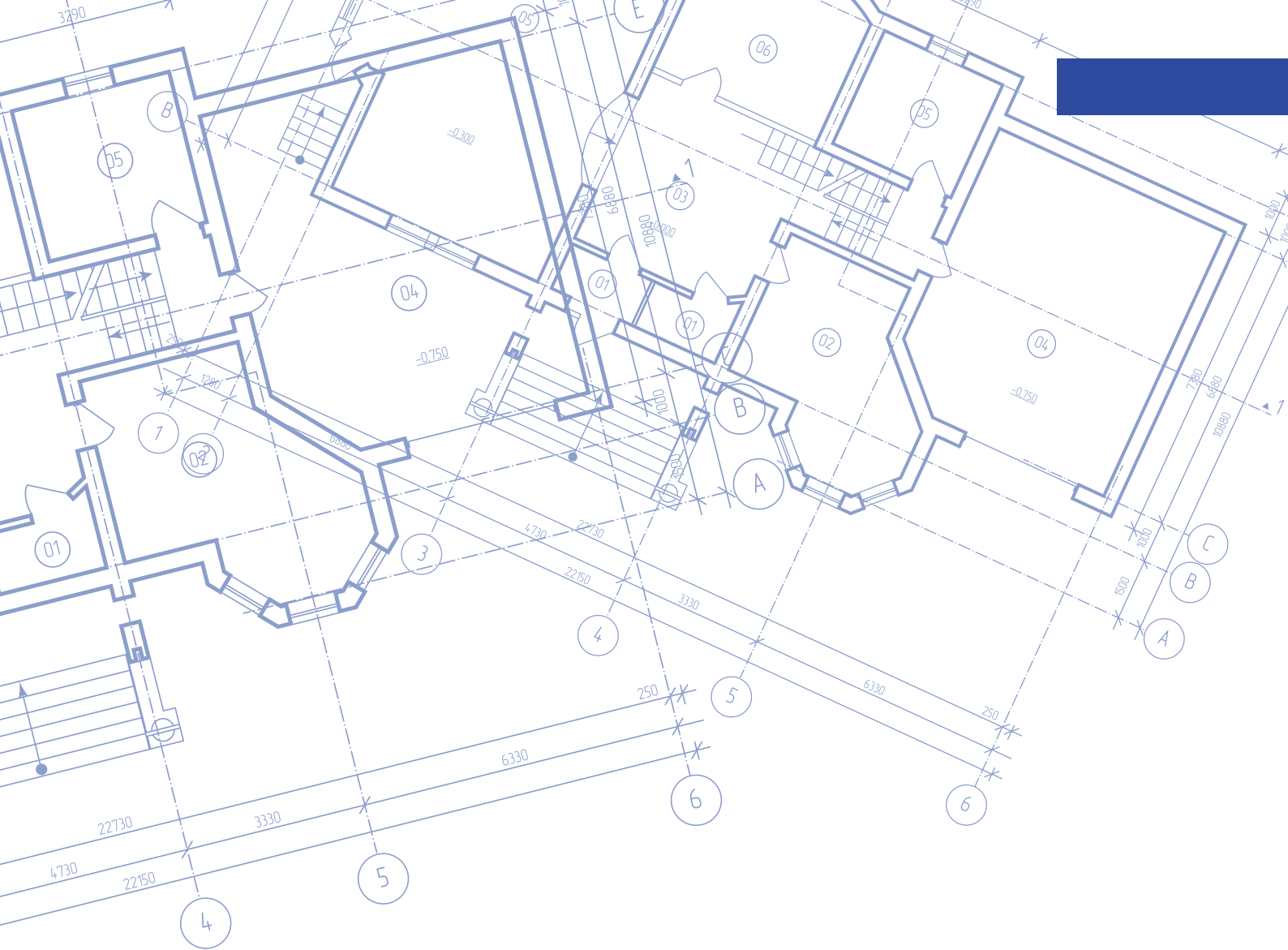


Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)



MASTER BUILDERS
AUSTRALIAN CAPITAL TERRITORY

ACT Home Building Contract

FOR RESIDENTIAL BUILDING WORKS IN THE **AUSTRALIAN CAPITAL TERRITORY**

ACT HOME BUILDING CONTRACT - GENERAL CONDITIONS

1 PART 1 - DEFINITIONS	
	A reference to any legislation includes a reference to any related legislation, regulation or code. Words in the singular include the plural and vice versa. One gender includes the other. Words importing persons include companies and bodies corporate and unincorporate. Where the words listed below are used the meanings provided apply:
Act	means the <i>Building Act 2004</i> (ACT).
Actual Cost	means any and all costs incurred by the Builder in performance of this Contract .
Approved Plan	means the drawings and/or conditions attached to this Contract concerning the Works that are approved and certified by the relevant authorities, or in the event that the drawings and/or conditions are not available at the date of this Contract , the drawings and/or conditions agreed by the Owner and the Builder .
Builder	means a person or other legal entity with the appropriate ACT Licence to conduct building works who is engaged to undertake the Works covered by this Contract , and named as a party at Appendix A, Item A2.
Building Approval	means an approval for the proposed development issued by the appointed Certifier under Division 3.3 of Part 3 of the Act .
Business Day	means a day that is not a Saturday or Sunday or a public holiday in the Australian Capital Territory.
Calendar Day	means the time from midnight to midnight on any one day.
Certifier	means an entity eligible to be appointed as a certifier pursuant to the <i>Construction Occupations (Licensing) Act 2004</i> .
Commencement Notice	means approval for the commencement of work on the proposed development issued by the appointed Certifier under Division 3.4 of Part 3 of the Act .
Construction Period	means the time period at Appendix A, Item A13 or as extended under this Contract .
Contract	means Parts 1 and 2 of this agreement, its appendices, the Approved Plans and Specifications , and any other attachments to this agreement.
Contract Sum	means the amount specified at Appendix A, Item A7 or as varied under this Contract .
Date for Practical Completion	means the date at Appendix A, Item A10 or as varied under this Contract .
Defect	means Works which are substantially incomplete or unsuitable for their intended purpose.
Fidelity Fund Certificate	means a fidelity certificate as issued, defined in, or determined under the Act .
Home Warranty Insurance	means complying residential building work insurance as issued, defined in, or determined under the Act .
Insolvency Event	means: <ul style="list-style-type: none"> a) in respect of a corporation: <ul style="list-style-type: none"> i) being, or stating that it is, unable to pay its debts as and when they fall due; ii) upon the appointment of any external administrator, as defined in section 9 of the <i>Corporations Act 2001</i> (Cth), to the corporation; or iii) upon the appointment of a receiver or manager over the assets of the corporation. b) in respect of an individual whether sole or joint: <ul style="list-style-type: none"> i) a declaration of bankruptcy or insolvency; or ii) the execution of a deed of assignment or composition for the benefit of creditors.
Lending Authority	means the entity listed at Appendix A, Item A4.
Licence	means a building licence issued under the <i>Construction Occupations (Licensing) Act 2004</i> (ACT).
Liquidated Damages	means the amount contained at Appendix A, Item A17.
Maintenance Liability Period	means the period described at Appendix A, Item A14.
Owner	means the person(s) named as party to this Contract at Appendix A, Item A1.
Practical Completion	mean that the Works are complete, except for minor omissions and/or minor Defects which do not prevent the Works from being reasonably fit for occupation and/or use by the Owner . Labour and/or materials to be provided and/or installed by the Owner are excluded, as are those items which do not affect the internal amenity of the dwelling.

Prime Cost	means an estimate of Actual Cost for the supply only of an item in this Contract , that either has not been selected, or for which the price is not known at the time of signing the Contract . The cost to install the relevant item is deemed to be included in the Contract Sum .
Provisional Sum	means an estimate of Actual Cost for the supply and installation of work, goods and services, which cannot be entirely foreseen, defined or detailed at the time of signing this Contract .
Rock	means material other than clay or soil that in the Builder's opinion cannot be readily removed by hand and would require mechanical excavation by a backhoe. Rock includes shaley material and strongly cemented sand or gravel that does not soften in water or collapse under the combination of load and wetting.
Site	means the land upon which the Works are being undertaken by the Builder as indicated at Appendix A, Item A4.
Specifications	means the specifications and/or list of inclusions and/or finishes attached to this Contract .
Works	means the building and construction work being undertaken by the Builder pursuant to this Contract , as described in the terms of the Contract , the Specifications and Approved Plans , or as varied under the Contract .

DRAFT

2 PART 2 - GENERAL CONDITIONS OF CONTRACT

1. STANDARDS OF CONSTRUCTION

- a) The **Builder** will carry out the **Works** shown on the **Approved Plans** and described in the **Specifications** and in the terms of this **Contract** in a proper, skillful and workmanlike manner.
- b) The standards of construction required by the **Act** relating to buildings of the type covered in this **Contract** form part of this **Contract** and if inconsistent with this **Contract**, the higher standard prevails.

2. RESPONSIBILITIES OF BUILDER

The **Builder** must provide to the **Owner** the following information upon execution of this **Contract**:

- a) Evidence of a current ACT **Licence** of a type suitable for the construction of the **Works**;
- b) A copy of the appropriate contractor insurances as listed in clause 20;
- c) A copy of the complying **Home Warranty Insurance** or **Fidelity Fund Certificate** (if applicable) (see Appendix A, Item A3)

3. RESPONSIBILITIES OF OWNER

- a) Prior to the commencement of the **Works**, and at any time when reasonably requested to do so by the **Builder**, the **Owner** will provide to the **Builder** reasonably satisfactory evidence of:
 - i) the **Owner's** title to the **Site**; and
 - ii) the **Owner's** capacity to pay the **Contract Sum** to the **Builder** at the times and in the manner specified under this **Contract**.
- b) If the **Owner** does not produce evidence of the items listed in clause 3(a) above within ten (10) **Business Days** of this **Contract** being executed, the **Builder** may end this **Contract** pursuant to clause 28.
- c) The **Owner** must appoint a **Certifier** in accordance with the **Act**.

4. CONTRACT DOCUMENTS AND COPYRIGHT

- a) The party providing the **Approved Plans** and/or **Specifications** warrants their accuracy and correctness.
- b) Where the **Builder** does not prepare the **Approved Plans** or prepares them under the direction of the **Owner** or from sketches supplied by the **Owner**, the **Owner** indemnifies the **Builder** against damages for any breach by the **Builder** of copyright or moral rights.
- c) Apart from terms implied by statute, this **Contract** is the entire agreement of the parties about its subject matter and supersedes all previous representations, arrangements, agreements, understandings, negotiations and all other communications. The parties acknowledge that neither they nor the terms of this **Contract** are varied or affected by reference to any prior negotiations or agreements, whether written or oral.

5. BUILDING APPROVALS

- a) The party identified at Appendix A, Item A8 will obtain and pay for all planning and **Building Approvals**.
- b) If both the **Building Approval** and **Commencement Notice** are not issued within sixty (60) **Business Days** of this **Contract** being executed, either party may by written notice served on the other party, terminate it without liability, except that the **Builder** is entitled to be paid the **Actual Cost** incurred plus the percentage at Appendix A, Item A18 up to the date of termination.

6. COMMENCEMENT DATE

The **Builder** will commence the **Works** on whichever is the latest of the following dates:

- a) On the date at Appendix A, Item A9; or
- b) Within twenty (20) **Business Days** of the **Owner** initially complying with clause 3(a); or
- c) Within twenty (20) **Business Days** of receipt of the **Commencement Notice** being issued in accordance with Part 3 of the **Act**.

7. LENDING AUTHORITY PROCEDURES

For any part of the **Contract Sum** to be provided by a **Lending Authority**:

- a) The **Owner** will irrevocably direct the **Lending Authority** to pay to the **Builder** all money which becomes due and payable by the **Owner** to the **Builder**.
- b) The **Owner** will advise the **Builder** in writing of the stages at which the **Lending Authority** will inspect the **Works**, if the **Lending Authority** so desires. The **Builder** will, within two (2) **Business Days**, notify the **Lending Authority** when each stage is reached. The **Builder** may not proceed with any further structural work, or work that conceals structural work or may inhibit the inspection of structural work, for two (2) **Business Days**

- following the notification of stage completion works to the **Owner** and/or the **Lending Authority**, or until inspection by the **Lending Authority**, whichever happens first.
- c) If the **Lending Authority** requires progress surveys or reports, the **Builder** will promptly inform the **Owner** when the **Works** reach the required stage and the **Owner** must have the surveys or reports prepared within a reasonable period. The **Builder** may not proceed with any further structural work, or work that conceals structural work or may inhibit the inspection of structural work, for two (2) **Business Days** or until the survey or report has been undertaken, whichever happens first.
 - d) The **Builder** will take reasonable steps to facilitate inspection of the **Works** by the **Lending Authority**.
 - e) In addition to the authorisation pursuant to clause 7(a), the **Owner** will irrevocably authorise payment to the **Builder** of any monies advanced for building purposes on security of the **Site** by a person other than the **Lending Authority**.

8. POSSESSION OF THE SITE AND ACCESS

- a) The **Owner** will ensure that the **Builder** has exclusive and uninterrupted possession of and access to the **Site** to perform this **Contract**.
- b) If the **Owner** wishes to access the **Site**, the **Owner** must:
 - i) request consent from the **Builder** and receive confirmation in writing, with such consent not to be unreasonably withheld;
 - ii) not request access to the **Site** at unreasonable times and so as not to disrupt the **Builder** or the **Works**.
- c) The **Builder** or its agent during this **Contract** may:
 - i) permit others to enter the **Site**;
 - ii) subject to clause 8(b) and any applicable laws, refuse persons access to the **Site**; and
 - iii) subject to clause 8(b) and any applicable laws, instruct persons to leave the **Site**.
- d) Where there is an existing building on **Site**:
 - i) the **Owner** will provide to the **Builder**, where possible, a suitable and reasonable area on the land for materials to be temporarily stored and for rubbish and waste to be deposited by the **Builder** during the carrying out of the **Works**;
 - ii) the **Owner** will give to the **Builder** (at no cost to the **Builder**), all reasonably necessary access for the use of water, electricity and suitable toilet facilities during the carrying out of the **Works**; and
 - iii) the **Builder** will take all reasonable measures during the carrying out of the **Works** to ensure the weatherproofing of those parts of any existing buildings affected by the **Works**.

9. EVIDENCE OF BOUNDARIES OF OR ENCUMBRANCES ON THE LAND

- a) Unless this obligation forms part of the **Works**, the **Owner** will, if requested by the **Builder**, within ten (10) **Business Days** of the request by the **Builder** or signing this **Contract** (whichever date is the latter), serve on the **Builder** satisfactory evidence of the boundaries of the land and the **Owner** warrants that any such evidence given to the **Builder** will be accurate and correct.
- b) Should the **Owner** fail to serve on the **Builder** satisfactory evidence as requested under clause 9(a), the **Builder** may serve on the **Owner** a written request that the **Owner** obtain a survey of the land. Should the **Owner** fail to do so within ten (10) **Business Days** of service of the **Builder's** request, the **Builder** may arrange for a survey of the land and the **Owner** will pay the **Actual Cost** of the survey plus the percentage at Appendix A, Item A18, with the next progress payment.
- c) The **Builder** only needs to take into account easements and restrictions on use of the **Site** and defects in the **Site** which the **Owner** has brought to the **Builder's** attention at Appendix A, Item A5 of this **Contract**, or any documents obtained pursuant to clause 9(b).

10. DATE FOR PRACTICAL COMPLETION AND LIQUIDATED DAMAGES

- a) The **Builder** will reach **Practical Completion** by the **Date for Practical Completion** as specified at Appendix A, Item A10, unless that time is extended under clause 15.
- b) If the **Builder** defaults under clause 10(a), **Liquidated Damages** for that default is a sum calculated using the rate at Appendix A, Item A17 for the period from the **Date for Practical Completion** (or any extended date) until **Practical Completion** is achieved pursuant to clause 24.
- c) Those **Liquidated Damages** may be deducted from any money which becomes payable to the **Builder** by the **Owner** and any shortfall may be recovered by the **Owner** from the **Builder** as a debt due and payable.

11. QUALITY AND AVAILABILITY OF MATERIALS

- a) The **Builder** will supply materials which comply with the requirements of this **Contract** and which are suitable for the purpose for which they are to be used.
- b) If a specified material is not readily available, the **Builder** must seek the **Owner's** written instruction as to a substitute. If no instruction in writing is served on the **Builder** within five (5) **Business Days** of the **Builder's** request, the **Builder** may, in its absolute and sole discretion, decide on a substitute of equal quality and standard. Any difference in price between the specified material and the substituted material is a variation under clause 15.
- c) Unless otherwise specified, materials and products supplied by the **Builder** shall match any existing building, but only to the extent reasonably practicable, having regard to the general availability of such items.
- d) If materials or products are to be supplied by the **Owner**, and in the **Builder's** sole and absolute discretion it considers that they are unsuitable for their intended use, defective, or do not meet legislated requirements, the **Builder** is permitted to refuse to use them and substitute another material in accordance with clause 11(b). The **Owner** is responsible for any cost associated with the return or removal from **Site** of the defective or unsuitable items and will pay for such cost, or those costs will be added to the amount of any variation under clause 15.

12. MATERIALS AFTER DEMOLITION

- a) Any demolished materials will become the property of the **Builder**, unless otherwise specified at Appendix A, Item A20.
- b) The **Builder** will remove all demolished material from the **Site** at its own cost, unless otherwise specified at Appendix A, Item A20.

13. DELAYS AND EXTENSIONS OF TIME

- a) The **Builder** is entitled to a reasonable extension of time if the **Works** are delayed by:
 - i) variations;
 - ii) suspensions under clause 23;
 - iii) inclement weather (including the consequential effects such as inaccessibility to the **Site**);
 - iv) proceedings taken or threatened by, or disputes with or objections made by neighbouring owners or residents;
 - v) civil commotion or industrial disputes affecting any of the trades employed on the **Works** or the manufacture or supply of material for the **Works**;
 - vi) any act, default or omission on the part of the **Owner**; or
 - vii) anything else beyond the control of the **Builder**, such as, but not limited to trade contractor shortages or material shortages which affect the **Builder's** ability to do the **Works**.
- b) The **Builder** must serve a notice on the **Owner** within a reasonable period of time of a delay described in clause 13(a) occurring. The notice will identify the extended **Construction Period** (Appendix A, Item A13) and the extended **Date for Practical Completion** (Appendix A, Item A10).
- c) If requested by the **Owner**, the **Builder** must supply supporting information as to the cause of the delay as soon as reasonably practicable.
- d) The **Builder** is entitled to an increase in the **Contract Sum** if the delay results in an increase in **Actual Costs**. Such costs must be submitted to the **Owner** as a variation notice pursuant to clause 15, to be included in the **Builder's** next progress payment claim.

14. COMPLIANCE WITH THE REQUIREMENTS OF AUTHORITIES OR EMERGENCIES

- a) The **Builder** must comply with and give all notices required by:
 - i) any legislation or regulation in force in the Australian Capital Territory;
 - ii) the **Act**; and
 - iii) any authority which has any jurisdiction over the **Works** or those systems with which they are or will be connected.
- b) If any fees or costs are incurred by the **Builder** in order to comply with clause 14(a), and those fees or costs were not included in the **Contract Sum**, the **Owner** must pay those fees or costs.
- c) The **Builder**, before varying the **Approved Plans** or **Specifications** in order to comply with clause 14(a), must serve on the **Owner** a written variation notice specifying the requirement causing the variation and seeking the **Owner's** consent.
- d) If the **Owner** does not give instructions to the **Builder** to any request made pursuant to clause 14(c) within five (5) **Business Days** of service of the notice, the **Builder** may do the work to meet the requirement.
- e) The **Builder** need not give the notice under clause 14(b) if the work to be carried out is, in the reasonable

opinion of the **Builder**, urgently necessary to prevent damage to the **Works** or to any property or to prevent injury to any person; and the **Builder** will serve on the **Owner** written notice as soon as practicable after the work has been commenced specifying the reasons and justifying why no notice was given pursuant to that clause.

- f) If compliance with this clause results in the **Builder** incurring a loss or expense beyond that provided for in the **Contract Sum**, the expense will be determined to be a variation to the **Contract Sum** pursuant to clause 15, with the **Builder** to serve a variation notice on the **Owner** as soon as practicable.

15. VARIATIONS

- a) This **Contract** can be varied only in writing and only with the **Builder's** consent.
- b) This **Contract** may be varied by:
- i) extras or omissions;
 - ii) additional work;
 - iii) changes in the character or quality of any material or work;
 - iv) changes in the levels, lines, positions or dimensions of any part of the **Works**; or
 - v) extras or omissions associated with compliance to altered statutory provisions.
- c) Variation Notice
- i) If the **Owner** or the **Builder** requires variation to any part of the **Contract**, then a written variation notice must be served on the other party before the variation work is agreed, undertaken, and forms part of the **Contract**.
 - ii) Upon service of the variation notice, the **Builder** will, within ten (10) **Business Days**, serve a written cost variation notice on the **Owner** for their approval. In calculating the cost, the **Builder** should have regard to:
 1. the rates for labour that were applied by the **Builder** to the **Site** at the time the variation was approved or proposed by the **Builder**;
 2. the price the **Builder** paid for the materials; and
 3. where the work is performed by a subcontractor, the amount properly and reasonably charged by that subcontractor to the **Builder**.
 - iii) If within five (5) **Business Days** of service of the cost variation notice the **Owner** does not respond, then by default the cost of the variation as per the cost variation notice served is deemed to be accepted by the **Owner**.
 - iv) The **Builder** may require the **Owner** to produce evidence satisfactory to the **Builder** of the **Owner's** capacity to pay the cost variation notice before commencing the work. This may include written consent of the **Lending Authority**.
- d) The **Actual Cost** of all reductions or omissions arising from variations will be deducted from the **Contract Sum**.
- e) The cost of all extra work will be added to the **Contract Sum**, the **Builder** may choose when and how often to claim payment for variation work and is not required to wait until the next progress payment.
- f) If the variation is equal to or more than 5% of the **Contract Sum**:
- i) if no **Lending Authority** is involved either party may within ten (10) **Business Days** of service of the cost variation notice, terminate this **Contract** by written notice served on the other party.
 - ii) if a **Lending Authority** is involved then:
 1. either party may, within ten (10) **Business Days** of service of the cost variation notice, terminate this **Contract** by written notice served on the other party;
 2. if neither party terminates the **Contract**, then the **Owner** will at once apply to the **Lending Authority** for consent to proceed with this **Contract** and when such consent is given the **Builder** will and is authorised to proceed with this **Contract**. If the consent of the **Lending Authority** is not received within ten (10) **Business Days** from the expiration of the ten (10) **Business Days** period referred to in clause 15(f)(i) above, then either party may terminate this **Contract** by written notice served on the other party.
- g) If this **Contract** is terminated pursuant to this clause then the **Builder** is entitled to be paid the **Actual Cost** of work plus the percentage at Appendix A, Item A18 up to the date of service of the cost variation notice.

16. SITE INVESTIGATION AND COST OF FOOTINGS

- a) The **Builder** may at the **Owner's** cost employ a geotechnical engineer, if no geotechnical report exists, to determine whether the **Site** will support the **Works**, or to determine the nature of the ground below the surface. The **Builder** will provide a copy of the geotechnical report to the **Owner** within ten (10) **Business Days** of receiving it.

- b) If it appears from the geotechnical report or from excavating for footings or services that the **Site** will not support the **Works** then this **Contract** may be terminated by either party by written notice served on the other party without liability on either side except that the **Builder** is entitled to be paid the **Actual Cost** of the **Works** plus the percentage at Appendix A, Item A18 up to the date when it was found by the geotechnical engineer or during excavation for footings or services that the **Site** would not support the **Works**.
- c) If it appears from the geotechnical report or from excavating for footings or services that:
- i) the nature of the ground below the surface and/or the depth to which excavations will have to be made to provide footings or services is other than as indicated in the **Approved Plans** or **Specifications**; or
 - ii) if there is **Rock** on the **Site** which will, in the **Builder's** reasonable view, increase the cost of the **Works**; then the **Builder** will promptly serve on the **Owner** a written cost variation notice and the following clauses will apply to that variation.
- d) If the variation is less than 5% of the **Contract Sum** the **Builder** is authorised to proceed with the variation and the **Owner** will pay for the variation in accordance with clause 15(c).
- e) If the variation is equal to or more than 5% of the **Contract Sum**, the provisions of clause 15(f) apply.

17. PRIME COST ITEMS

If **Prime Cost** items are included in this **Contract** and listed at Appendix B, Item B2:

- a) The **Owner** will give the **Builder** all necessary directions regarding the selection and supply of the goods within a reasonable time to ensure that no delay occurs in the progress of the **Works**;
- b) The price of each **Prime Cost** item allowance is calculated separately;
- c) If the **Actual Cost** of any **Prime Cost** item is less than the amount included in the **Contract Sum**, the difference will be deducted from the **Contract Sum**;
- d) If the **Actual Cost** of any **Prime Cost** item is more than the amount included in the **Contract Sum**, the difference will be a variation and clause 15 will apply and the excess plus the percentage at Appendix A, Item A18 will apply.

18. PROVISIONAL SUMS

If **Provisional Sums** are included in this **Contract** and listed at Appendix B, Item B3:

- a) The cost of each **Provisional Sum** is calculated separately;
- b) If the **Actual Cost** of any **Provisional Sum** is less than the amount included in the **Contract Sum**, the difference will be deducted from the **Contract Sum**;
- c) If the **Actual Cost** of an item or work is more than the **Provisional Sum**, the excess plus the percentage at Appendix A, Item A18, will be added to the **Contract Sum**, save that the percentage at Appendix A, Item A18 may be added to an excess of no more than 10% of the original estimated **Provisional Sum** for a particular item or work, as specified at Appendix B, Item B3 (unless the item or work relates to a variation under clause 15);
- d) The decision whether to increase or decrease the **Contract Sum** under this clause will be made separately on each item or work for which a **Provisional Sum** is shown at item Appendix B, Item B3.

19. ASSIGNMENT AND SUBCONTRACTING

- a) The **Owner** cannot assign the rights or obligations under this **Contract** without the written consent of the **Builder**.
- b) The **Builder** may subcontract any part of the **Works** but doing so does not relieve the **Builder** from any of its obligations under this **Contract**.

20. INSURANCE RESPONSIBILITIES OF BOTH PARTIES

- a) Workers' Compensation
The **Builder** will insure against liability relating to workers' compensation or employer's liability, relating to any person engaged by it in or about the execution of the **Works** for whom they are obliged to provide such insurance under relevant workers' compensation or other legislation. The **Builder** will ensure that every subcontractor likewise insures against such liability with respect to persons for whom the subcontractor is liable.
- b) Injury to Persons (Public Liability Insurance)
The **Builder** is solely liable for and will insure as inserted at Appendix A, Item A16 against liability for injury to or death of a person arising out of or in the course of the **Works**, unless due to an act or neglect of the **Owner**, or any person for whom the **Owner** is responsible.
- c) Damage to Property
The **Builder** is liable for, and will insure against, liability for any damage to property, arising out of or in the

course of the execution of the **Works**, which is due to negligence, omission, or default of the **Builder** or a subcontractor. Any loss as to damage by fire, explosion, lightning and civil commotion, is subject to clauses 20(d) and 20(e) below.

d) The **Works**

- i) the **Builder** will take out insurance for the **Works** (the **Contract Works** Policy).
- ii) the **Contract Works** Policy will:
 - 1) be in the joint names of the **Builder, Owner** and **Lending Authority** (if any);
 - 2) be for loss or damage by fire, explosion, earthquake, lightning, storm, tempest, civil commotion, vandalism and impact by vehicle, to the full reinstatement value of the **Works** and for goods and materials supplied by the **Builder** to the **Site**;
 - 3) state that the insurer waives all rights to which it might become entitled by subrogation against any insured.
- iii) Once a claim under a **Contract Works** Policy is settled, the **Builder** will diligently rebuild or repair the **Works** and replace or repair the materials destroyed or damaged. Settlement money will be paid into a bank account chosen by the parties in the joint names of the insured. The part of the money payable to the **Builder** will be paid to it out of the account by instalments as with normal progress payments.

e) Period and Currency of Insurance

The insurances will be taken out before the **Works** commence and will be maintained for the **Works** until **Practical Completion**, except that insurance for public liability and workers' compensation will be maintained until the end of the **Maintenance Liability Period**. If a party fails to insure, the other may take out the insurance policy and add or deduct the cost from the **Contract Sum**.

f) Occupation or Use by **Owner**

This clause supersedes clauses 20(b) and (c). If any portion of the **Works** is used by the **Owner** during the progress of the **Works**, the **Builder** is not liable for any injury to or death of any person or damage to property occasioned by that use.

g) **Owner** Insurance of **Owner** Supplied Inclusions, Existing Structures and Contents

Any inclusions supplied by the **Owner**, and any existing structures and their contents on the **Site** are at the sole risk of the **Owner** who will insure them against loss or damage (including consequential loss).

h) The **Owner** will notify its home contents insurer (if any) that the **Works** are being carried out on the land, and the **Owner** will be solely responsible for paying any costs and complying with any requirements of the insurer.

21. DEPOSIT

- a) If indicated at Appendix A, Item A7.2, the **Owner** will pay a deposit to the **Builder** before the commencement of **Works**.
- b) The deposit must be brought into account by the **Builder** when the balance due under the **Contract** is calculated on **Practical Completion**.

22. PROGRESS PAYMENTS

- a) The **Contract Sum** must be paid to the **Builder** as set out at Appendix A, Item A7, and Appendix B, Item B1.
- b) The **Builder** must give the **Owner** a written claim for each progress payment claim.
- c) The **Owner** must pay the progress payment claim to the **Builder** within the period stated at Appendix A, Item A11, or, if not stated, within ten (10) **Business Days** of the date the claim is served on the **Owner**.
- d) Progress payment claims will be payable upon the completion of each stage of the **Works** and at the relevant values stated at Appendix B, Item B1, despite any minor omissions and/or minor **Defects** which do not prevent the **Works** from progressing to the next stage. If the **Builder** does not receive a progress payment by the due date, in addition to any other rights it may have, the **Builder** is entitled to interest on the overdue amount at the rate at Appendix A, Item A15.

23. SUSPENSION OF WORK

- a) If the **Owner**, without reasonable cause, fails to pay any progress payment in full within the time indicated at Appendix A, Item A11, the **Builder** may, without affecting its right to end this **Contract**, suspend the **Works**.
- b) The **Builder** must serve written notice on the **Owner** of any suspension. The period of the suspension will be recorded as an extension of the **Construction Period** pursuant to clause 13(a).
- c) The **Builder** will restart the **Works** within ten (10) **Business Days** of the progress payment being received in full.

24. PRACTICAL COMPLETION

- a) **Practical Completion** is achieved when the **Works** are complete except for minor omissions and/or minor **Defects** which do not prevent the **Works** from being reasonably fit for occupation or use by the **Owner**. For the purposes of this clause the **Works** do not include any labour or materials which are to be supplied or fixed by the **Owner**.
- b) When in the opinion of the **Builder** the **Works** have reached **Practical Completion**, the **Builder** will serve on the **Owner** a written notice of **Practical Completion**. Before serving any notice on the **Owner**, the **Builder** will consult with the **Owner** about the **Works** reaching **Practical Completion** and will facilitate the **Owner** attending the **Site** for inspection of the **Works**.
- c) Within ten (10) **Business Days** of service of that notice the **Owner** must serve on the **Builder** a written notice stating that those things (if any) which in the **Owner's** opinion are required by this **Contract** to be done for the **Works** to reach **Practical Completion**.
- d) The **Builder** will within ten (10) **Business Days** of service of that notice do all those things necessary for **Practical Completion** and serve upon the **Owner** written notice upon completing them.
- e) If the **Owner** does not give the notice in clause 24(c), the **Works** are deemed to have reached **Practical Completion** on the date specified in the notice given by the **Builder** under clause 24(b).
- f) If the **Owner** possesses or uses the **Works** or any part of them without the written agreement of the **Builder**, the date of **Practical Completion** is the date of possession or use, unless **Practical Completion** has already been reached.
- g) The **Works** are at the risk of the **Owner** on **Practical Completion** or on the date of possession or use under clause 24(f). The **Owner** is responsible for insuring the completed **Works** in either case.

25. PAYMENT ON PRACTICAL COMPLETION

- a) On **Practical Completion**, the **Builder** is entitled to receive the unpaid balance of the **Contract Sum** together with any other money which is payable under this **Contract**.
- b) The amount due must be paid to the **Builder** within ten (10) **Business Days** of service on the **Owner** of a written request by the **Builder** giving particulars of the claim for final payment, or within the period stated at Appendix A, Item A12 (if any).
- c) If the **Builder** does not receive payment in full by the due date, in addition to other rights it may have, the **Builder** is entitled to claim interest at the rate at Appendix A, Item A15 on the shortfall until the outstanding sum is received.
- d) The **Owner** is not entitled to possession of the **Works** nor to receive the keys until payment to the **Builder** of all money due under this **Contract** is received in full by the **Builder**.
- e) On such payment, the **Builder** will hand all keys and certificates to the **Owner**.
- f) The **Owner** is not entitled to withhold any money from the **Builder** for **Works** which:
 - i) are deemed to have reached **Practical Completion**;
 - ii) have minor omissions and/or minor **Defects** which do not prevent the **Works** from being reasonably fit for occupation or use.

26. MAINTENANCE LIABILITY PERIOD

- a) The **Maintenance Liability Period** commences upon **Practical Completion** and continues for the period at Appendix A, Item A14, or if none is stated, for 90 **Calendar Days**.
- b) Within the **Maintenance Liability Period**, the **Owner** may serve on the **Builder** a written list of any minor **Defects** and/or minor omissions, which must be rectified within ten (10) **Business Days** of service, unless otherwise agreed.
- c) The **Builder** must also rectify any minor omissions and/or minor **Defects** that they have listed in the notice of **Practical Completion** (under clause 24(c)) within ten (10) **Business Days** of service of that notice, unless otherwise agreed, or such other times notified in writing by the **Builder**.
- d) The **Owner** will provide access for the **Builder** to carry out its obligations under this clause at an agreed time between 8am and 5pm Monday to Saturday.
- e) If the **Builder** does not comply with its obligations under clause 26(b) and 26(c) after being given notice of the breach and been given a reasonable opportunity to remedy the breach, the **Owner** may engage a person other than the **Builder** to rectify the notified minor omissions and/or minor **Defects** and recover the reasonable **Actual Cost** from the **Builder**.

27. THE OWNER ENDING THIS CONTRACT

- a) The **Owner** may, without affecting the **Owner's** other rights, by written notice served on the **Builder**, terminate

- this **Contract** if the **Builder**:
- i) suffers an **Insolvency Event**; or
 - ii) fails to carry out the **Works** in a proper, skillful and workmanlike manner; or
 - iii) without reasonable cause wholly suspends the carrying out of the **Works** before **Practical Completion**; or
 - iv) refuses or persistently neglects:
 - 1) to comply with the requirements of clause 15; or
 - 2) to remove or remedy defective work or improper materials, so that by the refusal or persistent neglect the **Works** are materially affected; or
 - v) is unable or unwilling to complete the **Works** or abandons this **Contract**.
- b) If the default in clause 27(a) is capable of remedy, the **Owner** may not end this **Contract** unless the default continues for five (5) **Business Days** after written notice has been served on the **Builder**. That written notice must specify the default and state that the **Owner** intends to terminate this **Contract** if the **Builder** does not remedy the default.
- c) If the **Owner** so terminates this **Contract**, the **Owner** may engage another person to carry out the **Works** and:
 - i) if the reasonable cost of the **Works** exceeds that which would have been otherwise payable under this **Contract**, then the amount of that excess is a debt due and payable by the **Builder** to the **Owner**;
 - ii) if the reasonable cost of the **Works** is less than that which would have been otherwise payable under this **Contract**, then the difference is a debt due and payable by the **Owner** to the **Builder**.
- d) The **Owner** may not terminate this **Contract** if the **Owner** is in breach of it.

28. THE BUILDER ENDING THIS CONTRACT

- a) The **Builder** may, without affecting the **Builder's** other rights, by written notice served on the **Owner**, terminate this **Contract** if the **Owner**:
- i) suffers an **Insolvency Event**; or
 - ii) refuses the **Builder** access to the **Site** at any time after commencement of the **Works**; or
 - iii) fails to comply with clause 3; or
 - iv) fails to pay the deposit required by clause 21 (if so required);
 - v) fails to provide the **Builder** with evidence that the **Owner** has obtained finance from the **Lending Authority** or has the finance withdrawn;
 - vi) fails to pay the **Builder** any invoice within ten (10) **Business Days** of service of a written request or within the period at Appendix A, Item A11, whichever is longer.
- b) If the default in clause 28(a) is capable of remedy, the **Builder** may not end this **Contract** unless the default continues for five (5) **Business Days** after written notice has been served on the **Owner**. The written notice must specify the default and state that the **Builder** intends to terminate this **Contract** if the **Builder** does not remedy the default.
- c) The **Builder** may not end this **Contract** if the **Builder** is in breach of it.

29. DISPUTE RESOLUTION

- a) If a dispute or difference arises, whether during or after the execution, abandonment, or breach of this **Contract**, as to any matter arising out of or in connection with the **Contract**, either party must serve a written notice on the other party identifying the dispute or difference.
- b) Each party must attempt to settle the dispute personally or will nominate a person with authority to settle the dispute, and the parties shall enter into discussions within ten (10) **Business Days** of service of the dispute notice or such other times as agreed to by the parties.
- c) If the dispute is not resolved within twenty (20) **Business Days** of service of the dispute notice, either party may then have recourse to their general rights at law to determine the dispute.

30. CHARGE ON LAND

The **Owner** charges the **Site** and **Works** with the payment to the **Builder** of all money payable to the **Builder** under this **Contract** or otherwise from the carrying out of the **Works**.

31. PREMATURE INSPECTIONS

If the **Builder** requests a progress payment and on inspection by a **Lending Authority** the claim is premature, the **Builder** will be required to pay the inspection fee. The **Owner** may deduct the amount of that fee from the final payment if it has not already been paid by the **Builder**.

32. SERVICE OF NOTICES

A notice is served in accordance with this **Contract** if delivered by hand to the other party, sent by prepaid post, left at or emailed (or sent by other electronic means) to an address listed at Appendix A, Items A1 and A2, or such other addresses as used customarily or regularly by the parties. If a notice is posted it is deemed to have been served four (4) **Business Days** after posting. If a notice is emailed or sent by other electronic means it is deemed to have been served on the day that it was sent.

33. DISCREPANCIES AND AMBIGUITIES

- a) The **Builder** must serve the **Owner** with written notice of any discrepancy or ambiguity and request instructions from the **Owner**.
- b) If the **Owner** does not provide the **Builder** with an adequate response to any notice served under clause 33(a) within five (5) **Business Days** of service of that notice, the **Builder** may undertake the work by applying clause 33(c).
- c) Any discrepancy or ambiguity in the **Contract** should be resolved by interpreting them in the following order of priority:
 - i) these General Conditions of **Contract**, including any special conditions;
 - ii) the **Approved Plan**, noting that figures prevail over scaled dimensions or quantities;
 - iii) the **Specifications** annexed or referred to by this **Contract**;
 - iv) other drawings or documents annexed to this **Contract**.
- d) If an instruction from the **Owner** causes the **Builder** to consider that the **Builder** will incur any additional cost, then it will be a variation under clause 15 and the applicable process must be followed.

ACT Home Building Contract

(ACTHBC) (10/2019.1)

Appendix A

A1 - OWNER(S)	
Name(s)	
Address	
Phone 1	Phone 2
Email address	
Facsimile number	

A2 - BUILDER	
Name	
Trading Name	
Address	
ABN	ACT Builder's Licence No.
MBA Membership No.	
Phone 1	Phone 2
Email address	
Facsimile number	

A3 - HOME WARRANTY INSURANCE/FIDELITY FUND CERTIFICATE	
Insurance details	<input type="checkbox"/> Home Warranty Insurance <input type="checkbox"/> Fidelity Fund Certificate
Fidelity Fund Certificate No. (if known)	
Name of Insurer	

A4 - SITE ON WHICH THE WORKS WILL BE PERFORMED	
Land address	
Block	Section
Division	
Title particulars	
Site address	
Name(s) of registered land Owner(s)	
Lending Authority (if applicable)	

A5 - ENCUMBRANCES, COVENANTS AND EASEMENTS
The Site on which the Works will be performed is affected by the following encumbrances, covenants and easements (if any)

A6 - SOURCE OF FUNDS

Owner's funds	
Lending Authority	
Other	
Total funds	

A7 - THE CONTRACT SUM

7.1 The Contract Sum (in words)	
(in figures) (including GST)	
7.2 Deposit (percentage of Contract Sum)	
The total Contract Sum is GST-inclusive unless otherwise expressly stated.	

A8 - BUILDING APPROVALS

Planning and **Building Approval** to commence the **Works** shall be obtained and paid by:

A9 - COMMENCEMENT DATE

Commence Date	
<i>A specific starting date should only be specified if all planning and Building Approvals have been obtained and have been received by the Builder.</i>	

A10 - DATE FOR PRACTICAL COMPLETION

Date for **Practical Completion**, unless extended under clause 15 or 24.

A11 - PROGRESS PAYMENT CLAIMS

Progress for payment of progress payment claims		Business Days , paid in accordance with Appendix B, Item B1.
<i>(excluding final payment) (If nothing stated, ten (10) Business Days.)</i>		

A12 - FINAL PAYMENT

Period for payment of progress payment claims (excluding final payment)		Business Days after service of a written claim following Practical Completion .
<i>(if nothing stated, within ten (10) Business Days after service of a written claim following Practical Completion)</i>		

A13 - CONSTRUCTION PERIOD

The Builder has made reasonable allowances and the Construction Period is		Business Days after the anticipated commencement date unless extended under clause 15.
---	--	---

A14 - MAINTENANCE LIABILITY PERIOD

Maintenance Liability Period		Calendar Days
<i>(If nothing stated, 90 Calendar Days)</i>		

A15 - INTEREST RATE APPLICABLE TO LATE PAYMENTS

Annual interest rate applicable to late payments	
	<i>(if nothing stated, 20%)</i>
Adjusted weekly compounding	

A16 - PUBLIC LIABILITY INSURANCE

Public liability insurance indemnity limit	
	<i>(if nothing stated, \$5 million)</i>

A17 - LIQUIDATED DAMAGES

Rate for Liquidated Damages per week		/week
		<i>(see the Contract Guide)</i>

A18 - BUILDER'S MARGIN

Rate to be added for any amount added to the Contract Sum (unless otherwise stated in the Contract)	
	<i>(if nothing stated, 20%)</i>

A19 - MATERIALS TO BE SUPPLIED BY, OR ITEMS OF WORK TO BE CARRIED OUT BY THE OWNER

Are there materials to be supplied, or items of work to be carried out by the Owner ?	<input type="radio"/> Yes <input type="radio"/> No
--	--

	Materials supplied by, or items of work carried out by the Owner - details
.	

A20 - DEMOLISHED MATERIALS

Are there any demolished materials?	<input type="radio"/> Yes <input type="radio"/> No
-------------------------------------	--

The following demolished materials will become the property of the **Owner** and they are responsible for the associated cost of the removal from **Site**.

	Demolished materials - details
.	

A21 - EXCLUSIONS

Are there any Exclusions?	<input type="radio"/> Yes <input type="radio"/> No
---------------------------	--

The **Builder** will not be responsible for the supply or installation of any materials, goods or services listed below. Furthermore, the **Builder** will not be responsible for the maintenance, rectification or completion of any of the items listed below.

	Exclusion item - details
.	

A22 - SPECIAL CONDITIONS

Are there any special conditions forming part of this **Contract**?

Yes No

each Special Condition must be numbered and listed separately

Special Conditions - details	
SC-	

DRAFT

Appendix B

B1 - PROGRESS PAYMENT SCHEDULES

Progress payment options

Option 1 Option 2

OPTION 1

Use this if you have your own stage payment schedules or wish to have custom stage payment schedules.

Description of Stage of Works	% of total Contract Sum	Amount (\$ figure)
Deposit (Refer to Clause 21)		
Payment for Practical Completion		
Total		

OPTION 2

Use this if you wish to use the template stage payment schedules.

Contract to Build through to all Stages	% of total Contract Sum	Amount (\$ figure)
Deposit (Refer to clause 21)		
Base Stage: Slab complete, sub-floor framing completed		
Frame Stage: Wall and roof framing completed		
Lock-up Stage: Roof covering on, external wall cladding substantially completed, electrical and plumbing rough-in completed		
Fixing Stage: Internal doors and joinery completed		
Painting Stage: Internal and external painting completed		
Payment for Practical Completion		
TOTAL		

B2 - PRIME COST ALLOWANCE (SUPPLY COSTS ONLY)

This item is to be read in conjunction with clause 17

Description of Each Prime Cost Item	Builder's Supply Allowance per Item	Quantity of Components or Materials	Prime Cost Item Allowance on Excess	Builder's % Margin (Appendix A18)
1. example - Taps	\$100.00	4	\$400.00	
2.			\$0.00	
Total of Prime Cost Items (GST inclusive)			\$400.00	

B3 - PROVISIONAL SUM ALLOWANCES (INCLUDING LABOUR & SUPPLY COSTS - IF APPLICABLE)

This item is to be read in conjunction with clause 18.

Description of each Provisional Sum	Builder's Supply Allowance per Item	Quantity of Components or Materials	Provisional Sum Allowance on Excess	Builder's % Margin (Appendix A18)
1. example - Landscaping	\$50.00	10	\$500.00	
2.			\$0.00	
Total of Provisional Sums (GST inclusive)			\$500.00	

DRAFT

Appendix C

INSTRUMENT OF AGREEMENT

The **Builder** and the **Owner** agree that the **Builder** will carry out and complete the **Works** and that the **Owner** will pay the **Contract Sum** to the **Builder** in accordance with the terms and conditions of this **Contract**.

SIGNED - BUILDER

Signed by or for and on behalf of the **Builder**

Signature		Printed name	
		Date	/ /

SIGNED - OWNER(S)

Signed by or for and on behalf of the **Owner(s)**

Signature		Printed name	
		Date	/ /

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From: Sch 2.2(a)(ii)
Sent: Tuesday, 30 November 2021 12:07 PM
To: ACT Affordable Home Purchase
Cc: Ahmed Sukhera; Sch 2.2(a)(ii)
Subject: Section 27 Ballot
Attachments:

Affordable housing Inclusions List.pdf; Building contract Section 27 Whitlam.pdf; Affordable Housing Table - Developer to Complete (A24283534).docx

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Teagan to Action

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hello Tegan,

Hope you are well.

Please find attached the plans for the affordable blocks in section 27 and the required documents for the ballot. Let me know when the ballot would go live or/and if you require any further documentation.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)
Operations Manager

ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)
e: Sch 2.2(a)(ii)

From: Sch 2.2(a)(ii)
Sent: Wednesday, 1 December 2021 3:57 PM
To: ACT Affordable Home Purchase
Cc: Ahmed Sukhera
Subject: Re: Section 27 Ballot

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Teagan to Action

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hello Tegan,

Hope you are well.

We intending for the construction to start in the last quarter of 2022.

We would be shutting down from 24th of December 2021 to the 2nd of January 2022. Back to work on the 3rd.

I would prefer to have the list of buyers before the holidays so we can get everything in line over the holidays. I can provide the buyers with all the information before we go on holidays. After the holidays we can continue with the usual process.

Sent from my iPhone

On 1 Dec 2021, at 2:00 pm, ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

Hi Sch 2.2(a)(ii)

OFFICIAL

Thanks for sending these through.

A couple of things –

1. Could you please provide an estimated construction commencement date/timeline? Noting this is indicative only.
2. Noting ALNs shut down over Christmas, would you be happy for us to release the sales this week? Please note the closing date would be 17 December and our team would require the 3 following business days to run the ballot process and cross reference eligibility. This would land us on about 22 December to be providing names to you, which may be difficult with buyers seeking information over the Christmas period. Alternatively, we can still run the sales release this week or next, and have the closing date before our office closes on 24 December, and provide names to you upon your reopening in January. This will provide some additional time for us to pre-qualify buyers and also not kickstart the communication timeline for you until that later date.

I am yet to review the plans but have pencilled in some time to do so tomorrow.

Kind Regards

Teagan

Teagan Valeri | Manager, Affordable Housing

ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

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From: Sch 2.2(a)(ii)

Sent: Tuesday, 30 November 2021 12:07 PM

To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>

Cc: Ahmed Sukhera Sch 2.2(a)(ii)

Subject: Section 27 Ballot

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

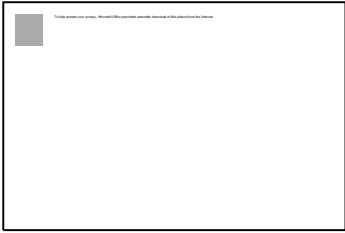
Hello Tegan,

Hope you are well.

Please find attached the plans for the affordable blocks in section 27 and the required documents for the ballot. Let me know when the ballot would go live or/and if you require any further documentation.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager

ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

From: Ahmed Sukhera Sch 2.2(a)(ii)
Sent: Tuesday, 7 December 2021 11:07 AM
To: ACT Affordable Home Purchase
Cc: Sch 2.2(a)(ii)
Subject: Re: Section 27 Ballot
Attachments: Affordable Housing Table - Developer to Complete - ALN Section 27.docx
Categories: Teagan to Action

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Teagan,

Thanks for double checking and updating the file. However, the highlighted ones are wrong and the correct m2 are updated on the attached file. Block 1 and Block 15 have one more on the upper floor hence the confusion.

Thanks again for picking this up.

Should you have any questions, please contact me at your earliest convenience.

Kind regards,



Ahmed Sukhera

Managing Director

ALN Construction Group Pty Ltd

m: 0403 306 714

e: Sch 2.2(a)(ii)

w: www.alngroup.com.au

On Tue, Dec 7, 2021 at 10:43 AM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Good Morning [redacted] and Ahmed

To follow the below, please note everything is prepared for the ballot to be released today, closing Friday 17th December which will enable us a few days to collate and draw the ballot to provide you names before the shutdown period.

Could you please review the attached list of properties, as I note all dwelling sizes were incorrect on the schedule provided. I have highlighted the two that were also marked as within the wrong price Tier.

Please confirm you understand this before I release the list to buyers.

Kind Regards

Teagan Valeri | Manager, Affordable Housing

6207 2855 | **Suburban Land Agency**

From: [redacted]
Sent: Wednesday, 1 December 2021 3:57 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera [redacted]
Subject: Re: Section 27 Ballot

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hello Tegan,

Hope you are well.

We intending for the construction to start in the last quarter of 2022.

We would be shutting down from 24th of December 2021 to the 2nd of January 2022. Back to work on the 3rd.

I would prefer to have the list of buyers before the holidays so we can get everything in line over the holidays. I can provide the buyers with all the information before we go on holidays. After the holidays we can continue with the usual process.

Sent from my iPhone

On 1 Dec 2021, at 2:00 pm, ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Hi Sch 2.2(a)(ii)

Thanks for sending these through.

A couple of things –

1. Could you please provide an estimated construction commencement date/timeline? Noting this is indicative only.
2. Noting ALNs shut down over Christmas, would you be happy for us to release the sales this week? Please note the closing date would be 17 December and our team would require the 3 following business days to run the ballot process and cross reference eligibility. This would land us on about 22 December to be providing names to you, which may be difficult with buyers seeking information over the Christmas period. Alternatively, we can still run the sales release this week or next, and have the closing date before our office closes on 24 December, and provide names to you upon your reopening in January. This will provide some additional time for us to pre-qualify buyers and also not kickstart the communication timeline for you until that later date.

I am yet to review the plans but have pencilled in some time to do so tomorrow.

Kind Regards
Teagan

Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

www.suburbanland.act.gov.au

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From: Sch 2.2(a)(ii)
Sent: Tuesday, 30 November 2021 12:07 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera Sch 2.2(a)(ii)
Subject: Section 27 Ballot

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hello Tegan,

Hope you are well.

Please find attached the plans for the affordable blocks in section 27 and the required documents for the ballot. Let me know when the ballot would go live or/and if you require any further documentation.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

From: Sch 2.2(a)(ii)
Sent: Wednesday, 4 October 2023 10:20 AM
To: Howells, Sandra
Subject: Re: Section 27 Whitlam
Attachments: ~WRD0000.jpg

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Out of Scope

Sch 2.2(a)(xi)

Out of Scope

Out of Scope

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)
Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)
e: Sch 2.2(a)(ii)

On Thu, Sep 28, 2023 at 10:38 AM Howells, Sandra <Sandra.Howells@act.gov.au> wrote:

OFFICIAL

Hi Haseeb,

Thanks for the update on Section 27 Whitlam. Could you please send a copy of the floor plans for Section 27 Whitlam to me for our file records.

Thanks.

Regards

Sandra Howells

Assistant Director | Housing Choice | Strategy and Planning

T: 6205 0687 | E: Sandra.Howells@act.gov.au

Suburban Land Agency | ACT Government

480 Northbourne Avenue Canberra ACT 2601 | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

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From: Sch 2.2(a)(ii)
Sent: Tuesday, 26 September 2023 3:04 PM
To: Howells, Sandra <Sandra.Howells@act.gov.au>
Subject: Re: Section 27 Whitlam

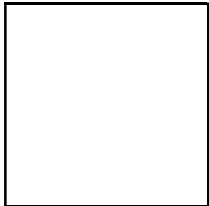
Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Hello Sandra,

We have received the Building Approvals for Section 27. I will forward the copies to the clients by the end of the week.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Wed, Sep 20, 2023 at 2:35 PM Howells, Sandra <Sandra.Howells@act.gov.au> wrote:

OFFICIAL

Hi Haseeb,

Hope you are well.

I'm wondering if you have had any update on the approvals for Section 27 Whitlam.

Regards

Sandra Howells

Assistant Director | Housing Choice | Strategy and Planning

T: 6205 0687 | E: Sandra.Howells@act.gov.au

Suburban Land Agency | ACT Government

480 Northbourne Avenue Canberra ACT 2601 | GPO Box 158 Canberra ACT 2601

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INCLUSIONS LIST

Affordable housing projects, Whitlam.

GENERAL

- Surveyed & Certified by Consulting Surveyor.
- Building Indemnity Insurance as per building legislation/code.
- ACT Building approval & inspections as per building legislation/code.
- All government authority approval fees and permits.
- ACTEW Electrical inspections & Connection to home.
- ACTEW Drainage inspections & Connection to water, sewage& stormwater as per plan.
- Slab as per engineer's drawing.
- Smoke detectors to Australian Standards 3786.
- Energy efficiency rating minimum 6.
- Site cleaned upon completion.
- 90 Days maintenance period.

EXTERNAL FINISH

- Powder coated lockable aluminium windows & sliding doors as per plan.
- Fly screen to all opening windows & sliding doors.
- Roof as per plan.
- Colour bond metal fascia and gutter in standard colours.
- Brick walls as per plan - Austral Everyday life range.
- Two external taps (1 front & 1 back yard).
- An electric boost solar water heater or an electric heat pump.
- Termite Protection as per the building legislation/code.
- Concrete driveway as per Lease and Development Conditions.
- Security screen to be installed on the external doors.
- Detailed excavation for footings and any retaining walls.
- Excavation of service trenches for connection to water and sewer ties.
- Construction of retaining walls and associated drainage.
- Common boundary fencing and side fencing and gates.
- Landscaping as per builders' specifications.

INTERNAL FINISH

- Internal ceiling height as per plan.
- A reverse cycle split system, non-ducted air conditioner shall be installed as the primary source of heating and cooling in the living areas only.
- Waterproofing to wet areas to comply with Australian Standards.
- All internal plain doors as per plan.
- 90mm coved cornice or "square set" shall be used at the junction of wall and ceiling lining.
- Skirting and architrave shall be a minimum 67 x 18mm with paint finish.
- Gloss or Semi-gloss finish paint to internal & external doors as selected by the builder.
- High quality low sheen paints to walls – Builder to choose paint colour.
- White flat paint to ceiling – white paint colour.
- It is at the discretion of the Builder and/or Buyer as to the floor finishes selected.

PORCH & ENTRY

- 1 x LED down light for the Porch.
- 1 x LED Oyster light for the Entry.
- Solid core entry door with handle & lock.

KITCHEN

- 1 x LED oyster light.
- 2 x Double power points.
- 2 x Single power points.
- All cabinetry to use high moisture resistant whiteboard with 1mm PVC edging.
- 32mm benchtop, min width 600mm with high pressure laminate and roll form edges.
- Doors, drawer fronts and end panels to use Polytech melamine board or equivalent.
- 600mm opening including plumbing and GPO for the provision of a dishwasher, (dishwasher provided by Buyer).
- Opening for the provision of microwave, (microwave provided by Buyer).
- Four drawer unit to include cutlery tray insert.
- All doors and drawers to use “soft close” door furniture.
- 96mm stainless door and drawer handles.
- Minimum clear opening for fridge, (fridge provided by Buyer) 1800mm high x 850mm wide
- All wall surfaces adjoining benchtop to having tiling to the underside of overhead cupboards or at least 300mm above the bench where there is no cupboard above.
- Sink stainless steel 1 1/2 bowl with drainer - Clark Punch or equivalent.
- Oven - Westinghouse WVE615S or equivalent.
- Cooktop - Westinghouse WHS642SA or equivalent.
- Ducted Range hood - Westinghouse WRR614SA or equivalent externally ventilated
- Stainless Steel Mixer - Venecia Sink Mixer 631001C4A or equivalent.

FAMILY

- 2 x LED Oyster lights.
- 2 x Double power points.
- 1 x TV outlet point.
- 1 x Phone/data point.

MEALS

- 1 x LED Oyster light.
- 1 x Double power point.

BEDROOM 1

- 900mm sweep ceiling fan with an integrated light.
- 2 x Double power points.
- Built in robes as per plan with mirror sliding doors and single bank of 3 shelves in white melamine, top shelf with chrome hanging rail underneath.

- Privacy door handle.

Bathroom

- 1 x Chrome double towel rail.
- 1 x Chrome paper towel holder.
- 1 x IXI- tastic heat/light/fan unit.
- 1 x Double power point.
- Wall tiling 2100mm high to shower recess. Skirting tile to all other walls to a minimum height of 150mm from FFL.
- Vanity Minimum 600mm wide vanity as selected by the Builder and/or Buyer.
- Mirror Wall mounted. 600mm high x width of vanity unit.
- Shower screen 1000mm x 1000mm cubicle with aluminium frame laminated glass.
- Chrome Floor waste(s) As selected by the Builder.
- Bathroom fixt. Caroma Cosmo range or equivalent.
- Basin mixer Venecia Basin Mixer CP (5S) 631000CFA or equivalent.
- Shower head Starsafe Ecojet Neu 900mm or equivalent.
- Toilet Stylus Close Coupled PRI400SC-A Prima II or equivalent.

BEDROOMS 2 AND 3

- 900mm sweep ceiling fan with an integrated light.
- 1 x Double power points.
- Built in robes as per plan with mirror sliding doors and single bank of shelves in white melamine, top shelf with chrome hanging rail underneath.

LAUNDRY

- Doors to be a bifold opening left and right with a maximum door leaf width of 450mm. Colour to be the same as kitchen cabinets.
- Stainless Steel Mixer - Venecia Sink Mixer 631001C4A or equivalent.
- Wall tiles to all internal walls to a height of 1500mm from FFL or to the nearest full tile.

NOTE: The builder reserves the right to substitute inclusions of similar quality and value depending on availability.

From: ACT Affordable Home Purchase
Sent: Friday, 10 September 2021 1:14 PM
To: Sch 2.2(a)(ii); ACT Affordable Home Purchase
Cc: Ahmed Sukhera
Subject: RE: Draft Plans

Categories: Objective Filing

OFFICIAL

Hi Sch 2.2(a)(ii)

Thanks for your email and time on the phone this morning. As discussed, we are following this up at least twice a week ourselves however are yet to receive confirmation as to when we can expect an outcome on the 2021-22 price thresholds.

As soon as we have a signed outcome we will be advising all involved builders and developers.

Kind Regards

Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

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From: Sch 2.2(a)(ii)
Sent: Thursday, 9 September 2021 6:04 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera Sch 2.2(a)(ii)
Subject: Re: Draft Plans

Hey Tegan,

Hope you are well.

I tried contacting you over the phone today but could not get through. Is there any update on the increase of the threshold for the affordable housing projects? Please let me know as soon as possible.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)
Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Fri, Sep 3, 2021 at 3:49 PM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Good Afternoon Sch 2.2(a)(ii)

Thanks for your email.

No issue with regards to the change in exterior on Section 3. You are correct in that the current design brief does not provide any specifics on external finishes provided it aligns with the estate development guide.

Kind regards

**Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme**

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

From: Sch 2.2(a)(ii) [REDACTED]
Sent: Thursday, 2 September 2021 12:47 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera [REDACTED]
Subject: Re: Draft Plans

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hey Tegan,

I have been trying to call you regarding the plans that I have sent for our affordable housing projects. Please call me as soon as possible.

Also wanted confirmation regarding our affordable housing blocks in section 3, If we can go with foam render instead of bricks? I have not been able to find anything regarding external finishes in the Affordable Homes Design Brief or the Whitlam Residential Estate Housing Development Guide.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Thu, Aug 19, 2021 at 10:28 AM Haseeb khan <hkhan@alngroup.com.au> wrote:

Hey Tegan,

Please find attached the draft plans for the affordable blocks in section 27.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Tue, Aug 17, 2021 at 1:45 PM Sch 2.2(a)(ii) wrote:

Hello Tegan,

Hope you are well.

Please review the attached draft plans for Block 10-15 section 44 whitlam and block 9 section 65 whitlam. Let us know if any changes need to be made in accordance with the affordable housing design brief.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

From: Ahmed Sukhera Sch 2.2(a)(ii)
Sent: Friday, 3 September 2021 2:14 PM
To: Sch 2.2(a)(ii)
Cc: ACT Affordable Home Purchase
Subject: Re: Draft Plans
Attachments: BLOK 1-15 SECTION 27 WHITLAM-B.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Teagan to Action

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Teagan,

Please find attached the updated plans for lot 6 & 7 - Block 2-6 and Block 9-14 Section 27 Whitlam.

Please review this and get back to me at your earliest convenience so that we can proceed with the purchase of these blocks, thanks

Should you have any questions, please contact me at your earliest convenience.

Kind regards,



Ahmed Sukhera

Managing Director

ALN Construction Group Pty Ltd

m: 0403 306 714

e: Sch 2.2(a)(ii)
w: www.alngroup.com.au

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Sch 2.2(a)(ii)

Operations Manager

ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

From: Ahmed Sukhera Sch 2.2(a)(ii)
Sent: Tuesday, 7 December 2021 11:07 AM
To: ACT Affordable Home Purchase
Cc: Sch 2.2(a)(ii)
Subject: Re: Section 27 Ballot
Attachments: Affordable Housing Table - Developer to Complete - ALN Section 27.docx

Categories: Teagan to Action

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Teagan,

Thanks for double checking and updating the file. However, the highlighted ones are wrong and the correct m2 are updated on the attached file. Block 1 and Block 15 have one more on the upper floor hence the confusion.

Thanks again for picking this up.

Should you have any questions, please contact me at your earliest convenience.

Kind regards,



Ahmed Sukhera

Managing Director

ALN Construction Group Pty Ltd

m: 0403 306 714

e: Sch 2.2(a)(ii)

w: www.alngroup.com.au

On Tue, Dec 7, 2021 at 10:43 AM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Good Morning [redacted] and Ahmed

To follow the below, please note everything is prepared for the ballot to be released today, closing Friday 17th December which will enable us a few days to collate and draw the ballot to provide you names before the shutdown period.

Could you please review the attached list of properties, as I note all dwelling sizes were incorrect on the schedule provided. I have highlighted the two that were also marked as within the wrong price Tier.

Please confirm you understand this before I release the list to buyers.

Kind Regards

Teagan Valeri | Manager, Affordable Housing

6207 2855 | **Suburban Land Agency**

From: [redacted]
Sent: Wednesday, 1 December 2021 3:57 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera [redacted]
Subject: Re: Section 27 Ballot

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hello Tegan,

Hope you are well.

We intending for the construction to start in the last quarter of 2022.

We would be shutting down from 24th of December 2021 to the 2nd of January 2022. Back to work on the 3rd.

I would prefer to have the list of buyers before the holidays so we can get everything in line over the holidays. I can provide the buyers with all the information before we go on holidays. After the holidays we can continue with the usual process.

Sent from my iPhone

On 1 Dec 2021, at 2:00 pm, ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Hi Sch 2.2(a)(ii)

Thanks for sending these through.

A couple of things –

1. Could you please provide an estimated construction commencement date/timeline? Noting this is indicative only.
2. Noting ALNs shut down over Christmas, would you be happy for us to release the sales this week? Please note the closing date would be 17 December and our team would require the 3 following business days to run the ballot process and cross reference eligibility. This would land us on about 22 December to be providing names to you, which may be difficult with buyers seeking information over the Christmas period. Alternatively, we can still run the sales release this week or next, and have the closing date before our office closes on 24 December, and provide names to you upon your reopening in January. This will provide some additional time for us to pre-qualify buyers and also not kickstart the communication timeline for you until that later date.

I am yet to review the plans but have pencilled in some time to do so tomorrow.

Kind Regards
Teagan

Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

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From: Sch 2.2(a)(ii)
Sent: Tuesday, 30 November 2021 12:07 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera Sch 2.2(a)(ii)
Subject: Section 27 Ballot

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hello Tegan,

Hope you are well.

Please find attached the plans for the affordable blocks in section 27 and the required documents for the ballot. Let me know when the ballot would go live or/and if you require any further documentation.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

Item	Applicant's question	SLA response
5.	<i>In your deed with builder, it mentioned that the builder can change the materials and the floor plan, then how could you control the quality? Is there any standard or quality check list to share with us?</i>	SLA's Project Delivery Deed with the builders sets out the minimum requirements for the finishes and inclusions for the dwelling as part of the House and Land packages. SLA has engaged Surety Property to provide slab and framing inspections and practical completion inspections to check all dwellings comply with the requirements of the Deed. All the dwellings require a Certificate of Compliance and Certificate of Occupancy which are obtained through an independent certifier. The building contract which you have entered with the builder will outline the requirements that the builder will need to meet.