# REQUEST FOR QUOTATION-PANEL

**PSP 1080 KOROROIT**

## CONTRACT REFERENCE

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Ecological advice for Landscape Masterplans – Kororoit PSP</th>
</tr>
</thead>
</table>

## CONTRACTOR DETAILS

<table>
<thead>
<tr>
<th>Company:</th>
<th>Practical Ecology Pty Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>PO Box 228, Preston, VIC</td>
</tr>
<tr>
<td>Contact person:</td>
<td>James Kidman</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jamesk@practicalecology.com.au">jamesk@practicalecology.com.au</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>9484 1555</td>
</tr>
</tbody>
</table>

Metropolitan Planning Authority Project Manager to complete proposal for the provision of the services detailed in the Project Brief Part A. Contractor to complete the Proposal Form Part B.

## RFQ TRIM REF PRIOR TO RELEASE:

| D/15/1466                  |

## RFQ TRIM REF OF SIGNED CONTRACT:

| D/___/_______              |

## APPROVED BY CEO, MPA

| 23/6/15                    |

## MPA Reference No:

| D/15/1466                  |

## Closing Time and Date:

2pm, Thursday 2nd July 2015

## Lodgement Details:

Via email to martina.johnson@mpa.vic.gov.au

## Date issued:

Tuesday 23 June 2015

## Requested by:

Martina Johnson, Structure Planning Manager

## Requestor contact details:

(03) 9651 9676
**EVALUATION CRITERIA**

The Contractor will be evaluated against selection criteria listed below (in no particular order) including the overall value for money proposition.

The following evaluation criteria consists of two parts, the consideration of the actual process of research and analysis to be undertaken by the Contractor in accordance with the brief and the ability of the Contractor to meet the MPA’s expected timelines and operational context.

The criteria consist of:

1. **Methodology** – process of research, ability to source information, data collection, desk top review, ground truthing, appropriate consultation, analysis and forecasting.

2. **Capability** – appropriate mix of skills and knowledge within the nominated team, including infrastructure to undertake the work and complete the brief within agreed timelines. Ability to lead other sub-consultants as required.

3. **Performance** – experience of the nominated team, and the Consultant, in completing similar briefs successfully, including the ability to manage projects, undertake internal/external consultation and comply with OH&S.

4. **Price** – ability to cost work competitively, pre-empt additional costs and include amended documentation, including overall fee structure.

In addition to the above criteria, the MPA must take into consideration Value for Money, which is a foundation principle that underpins Victorian Government Procurement. Value for money is the optimum combination of quality levels, quantity, risk, performance standards, timeliness, environmental impacts and cost for government on a whole-of-life basis.
## Services

### 1. Project Overview

The Metropolitan Planning Authority (MPA) is developing the Kororoit Precinct Structure Plan (PSP) which will guide development of the area for housing, local town centres (including shops, services and Council and educational facilities) and conservation areas.

Three conservation areas in the Kororoit PSP were designated for protection in the *Biodiversity Conservation Strategy for Melbourne’s Growth Corridors* (2013). Draft Conservation Concept Plans have been prepared for each of these areas, but further design work is now required for two of the designated conservation areas to:

- ensure the long term viability and protection of the grasslands
- increase the community’s appreciation and acceptance of the value of grasslands conservation areas within residential areas.
- ensure greater ‘open space’ benefit to the public from areas reserved for conservation through the strategic placement and use of access points, picnic and play areas, paths, trails, boardwalks, interpretive signage etc.

The deliverable for this project is ecologist’s advice, including Spiny Rice Flower surveys, to inform preparation by MPA of landscape masterplans for Herb-rich Grasslands Conservation Areas 1 (13 ha) and 2 (45 ha) within the Kororoit PSP area.

### 2. Background

Kororoit is an existing rural area immediately adjacent to Caroline Springs. The MPA has prepared a draft Future Urban Structure (FUS) for the Kororoit and Plumpton PSPs. This plan will guide future urban development of the area. The draft FUS showing locations of the two Conservation Areas is provided at [Attachment 1](#) to this RFQ.

The project will use as a starting point the principles outlined in *Start with the Grasslands: Design Guidelines to Support Native Grasslands in Urban Areas* (Victorian National Parks Association 2013), and adapt and refine these where relevant. The principles in *Start with the Grasslands* include recognition of the importance of collaboration early in the design and management of the grasslands reserves; design for maintenance; the importance of communication for example through signage; appropriate access to grasslands; and design of paths and edge treatments which demonstrate that the grasslands are cared for which have been shown to improve perceptions of grasslands themselves.

*Start with the Grasslands’ Principle 6: “Let people in”, is of particular relevance to this project – further, it seeks to “encourage people to stay”, thereby increasing their appreciation of the grasslands. The balance between promoting access to the grasslands and hence promoting positive engagement, education and a sense of custodianship, while ensuring the preservation of the more fragile and or significant parts of the grasslands (for example areas for ground-nesting birds or flora requiring greater protection), will be explored through this work. Further consideration will be given to low-impact access to high quality parts of the grasslands (the “surveyed extent of the grassland”), to enable appreciation of these areas without damaging their ecological values.*

### 3. Scope
The MPA is undertaking the landscape design of these two Conservation Areas in-house. There is also a steering group set up to oversee and provide advice to the development of the landscape masterplans. The steering group includes representatives of the MPA, Melton City Council, the Victorian National Parks Association (VNPA), Parks Victoria, Department of Environment, Land, Water and Planning (DELWP). The landowners and other relevant stakeholders will also be consulted in the development of the landscape masterplans.

i) Scope of landscape masterplans (in-house by MPA landscape architect)

Landscape masterplans will build on draft Conservation Area Concept Plans developed for the two smaller Conservation Areas in the Kororoit PSP (these will be provided to the successful consultant). The draft Conservation Concept plans have been developed in accordance with the Guidance Note: Implementing the Biodiversity Conservation Strategy for Melbourne’s Growth Corridors (February 2015). These plans include the Conservation Area boundary; native vegetation; and areas of cultural significance as well as other required information.

However, additional work is required to design these areas, including but not limited to:

- locating areas for passive recreation and walking trails, viewing platforms, interpretive signage, and selecting appropriate materials;
- maintenance access
- any revegetation
- different types of potential connections to the wider open space network and potential street network;
- developing an interface design to protect and integrate the grassland appropriately (may include fencing, planting, vegetation etc) – plans and sections
- more detailed drawings of areas of interest where required (may include buffer areas, seating areas)

Although the finer detail will remain to be resolved once land is bought/ transferred (as appropriate) to Government, the development of the landscape masterplans will provide more certainty for local residents that the grasslands will provide positive amenity for their area. The design of the masterplans concurrent with preparation of the Precinct Structure Plan will enable the Conservation Areas to be considered as part of the broader open space network. They will also inform the design of street sections in surrounding areas.

ii) Scope of ecologist’s advice

The ecologist’s advice sought for this project is to ensure that the landscape masterplans are designed to provide appropriate access to the Conservation Areas for surrounding residents for the reasons previously outlined, while ensuring that significant species within these areas are protected.

A. Surveys

Undertake targeted surveys and map locations of Spiny Rice Flower for both Conservation Areas 1 and 2. This must be in accordance with methods set out in Attachment 4 of the Biodiversity Precinct Structure Planning Kit (DSE 2010), or other current guideline as required by DELWP.

The Biodiversity Conservation Strategy also notes the presence of additional biodiversity values of national and state significance within the two Conservation Areas. Surveys should confirm the presence of listed communities and habitat for listed species, with survey effort targeting the presence of individual species. Where surveying cannot be undertaken at the appropriate time/season to locate a species, the presence of likely habitat for the species should be defined.
B. Advice

The scope of advice sought will review and respond to issues raised through the landscape design process, such as verbal and written responses to the following:

- Location of infrastructure and level of access provided to the public. This should be influenced by the ecological values present and the land management techniques required to conserve those values. For example, whether this involves weed management or a particular fire regime will dictate the location and design of infrastructure (paths, interpretive signage, materials etc) and appropriate location for, and levels of, access by the public.
- Identification of areas not appropriate for encouraging public access in response to the presence of species or communities being particularly sensitive to disturbance.
- Types of planting (recommended species palette) at interface between conservation area and surrounding residential development
- Recommendations regarding soil profile/ soil preparation for drainage etc
- Recommendations for planting in adjacent/ nearby parks, as well as front gardens of surrounding residential areas
- Benefits/issues with various types of paths (raised boardwalks, granitic gravel, maintenance tracks etc) and infrastructure materials (fire-friendly, low impact etc)
- Identification of sites of lower value for trails, sitting areas etc
- How to rehabilitate lower value areas
- Shade in conservation areas – use of trees; are there naturally occurring trees in these Ecological Vegetation Classes? Are there trees of lower impact, which are also appropriate in an urban context;
- Best practice land management for the grassland as well as public areas immediately adjacent the designated grass lands (i.e. road reserve)
- How to manage weed encroachment from surrounding areas once developed

Please allow for 50 hours’ work for the above (only to be charged on delivery of advice/ evidence of time spent).

C. Attendance at workshops/ meetings

- Attendance at up to four steering group meetings will be required
- Participation in two design workshops at the MPA offices
- Review of landscape master-plans at sketch design and design development stages

4. Important Dates

Key deliverables and an indication of required stakeholder liaison are outlined in the following table:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Delivery Date</th>
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<tbody>
<tr>
<td>1 Project Inception Meeting with MPA, DELWP and Council</td>
<td>Within one (1) week of contract appointment</td>
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<tr>
<td>2 Site surveys and site visit</td>
<td>Within 2 weeks of inception</td>
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<tr>
<td>3 Provide site surveys to MPA</td>
<td>Within 3 weeks of inception</td>
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</table>
4. Design workshop with MPA and stakeholders (1 – 2 workshops)  
   Within 4 weeks of inception

5. Review of masterplan sketch design and developed design  
   Within 6 – 8 weeks of inception

6. Participation in steering group meetings (up to 4 meetings)  
   Within 4 – 10 weeks of inception

7. Finalise written advice to issues raised through design review  
   Within 12 weeks of inception

5. Service Hours

The hours during which the Contractor shall normally provide the services to the MPA are:
8.30am to 5:30pm Melbourne local time - Monday to Friday (Public Holidays excluded)

6. Relationship Management and Governance

Management Administration:

MPA Project Officer(s): Martina Johnson
Title: Structure Planning Manager
Address: Level 25, 35 Spring Street, Melbourne, VIC 3000
Telephone: 03 9651 9676
Email: martina.johnson@mpa.vic.gov.au
Facsimile: 03 9651 9623

7. Reporting Requirements

The Contractor shall provide the Project Manager with brief reports on progress at the end of each stage. Any matters which arise that may be deemed to materially affect the development of the project should be communicated to the Metropolitan Planning Authority Project Manager within twenty-four hours of the matter being known to the Contractor.

Vision Accessibility

The Contractor shall ensure all reports and diagrams, maps or other presentation material are accessible for those with vision of colour impairment. To this end:

- All written documents shall be provided in MS Word or Adobe PDF (not scanned) formats, which are machine readable or can readily be converted; and
- All graphic material shall be developed to be legible by those with colour impairment. This could involve the use of special colour palettes, including monochrome, labelling or the use of layered PDF’s.

Further information relating to accessibility for those with vision or colour impairment can be found at: http://www.dpcd.vic.gov.au/planning/planningtoolkit/communicating-data-with-colour
Where historic or externally sourced material is used that cannot be made colour accessible, the report should include a note to this effect.

Survey data should be provided in a GIS compatible format (preferably MapInfo) and PDF.

### 8. Performance Measures

Not applicable

### 9. Special Conditions Applicable to the Services

The successful Contractor must notify the MPA prior to contacting landowners.

The minimum insurance cover required for this work is:

- Professional Indemnity Insurance - $5 million
- Public Liability Insurance - $10 million

### 10. Allowable Expenses

Please provide details and estimates of all expenses (such as travel, accommodation, printing, and other disbursements) you propose to claim from MPA, in Part B in the Travel and Other Expenses Table.

If a subcontractor is required to fulfil the requirements of the brief, it is the responsibility of the consultant to work this into the brief.

If the contractor determines a task to be outside the original project scope, they must notify the MPA prior to commencing work. All variations must be agreed upon by the MPA prior to commencement.
PART B: PROPOSAL FORM

I/We offer to provide to the Metropolitan Planning Authority (MPA) the services specified in the Project Brief in Part A at the fees and charges set out in Part B (Proposal) to be performed by the Date of Completion stated in Part A on the terms and conditions of the attached Part C: General Conditions for the Provision of Services (single purchase).

<table>
<thead>
<tr>
<th>Conflict of Interest Declaration</th>
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<tbody>
<tr>
<td>No current or potential conflict of interest exists</td>
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<tr>
<td>A current or potential conflict of interest means that we are unable to provide the services requested. Please provide details of the conflict of interest:</td>
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<tr>
<td>A current or potential conflict of interest exists, but it can be managed. Please provide details of the conflict of interest, and a suggestion of how that conflict could be managed:</td>
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An information sheet on conflict of interest is available at [www.mpa.vic.gov.au](http://www.mpa.vic.gov.au)

<table>
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<tr>
<th>Staff to perform Services</th>
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<tbody>
<tr>
<td>Name / Title</td>
<td>Role and Responsibilities</td>
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The prices offered for this service need to be in the form of Project Fees as tabled below, detailing the estimated hours, and the fee against each deliverable, GST Inclusive.

### Project Fee

<table>
<thead>
<tr>
<th>Description</th>
<th>GST exclusive amount</th>
<th>GST amount</th>
<th>Total (including GST)</th>
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<tbody>
<tr>
<td>Surveys</td>
<td>$</td>
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<tr>
<td>Ecologist's advice</td>
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<tr>
<td><strong>Total price (including GST):</strong></td>
<td></td>
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<td>$</td>
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### Project Rates

<table>
<thead>
<tr>
<th>Personnel Description</th>
<th>Unit Rate [per hour, per day, etc.]</th>
<th>Rate (GST exclusive amount)</th>
<th>Rate (GST amount)</th>
<th>Rate Total amount (including GST)</th>
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<td><strong>Total price (including GST):</strong></td>
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### Discounts applicable

(If applicable) Describe the discounts used in the preparation of this Quotation:
**Travel and Other Expenses**

If this table is not completed, the amounts described under the Project Fee will be taken to be inclusive of all travel expenses and disbursements.

Please provide details and estimates of all expenses (such as travel, accommodation, printing, and other disbursements) you propose to claim from MPA.

<table>
<thead>
<tr>
<th>Personnel Names</th>
<th>Description of Expenses or Disbursement</th>
<th>Rate Total $AUD (including GST)</th>
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<td>Additional Information</td>
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<td>------------------------</td>
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<tr>
<td>Your Quotation Offer can also include:</td>
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<tr>
<td>(a) A brief description of the Company's relevant experience (attached, but in a separate document if required).</td>
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<tr>
<td>(b) A brief description of qualifications and other professional experience of the Contractor's Staff relevant to the provision of the project services.</td>
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<tr>
<td>(c) Any other relevant information.</td>
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</tbody>
</table>

Signature

Dated: __/__/__

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<thead>
<tr>
<th>Company Name:</th>
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<tbody>
<tr>
<td>Contact name:</td>
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<td>Title or position:</td>
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<tr>
<td>Address:</td>
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<tr>
<td>ABN:</td>
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<tr>
<td>Contact Telephone No.:</td>
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<td>Contact Facsimile No.:</td>
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<td>Contact Email Address:</td>
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</table>

*Note: Should the MPA not agree with the reimbursement or payment of any additional expenses outlined in 'Travel and Other Expenses', or any other fees and/or charges proposed in Part B, an amendment to Part B or charges to Part B may be required (as negotiated between the parties).*
1 Provision of Services
The Supplier must provide the Services to the Metropolitan Planning Authority in accordance with the Agreement, and must:
(a) complete the Services by the Completion Date and any other dates for delivery specified in the Purchase Order;
(b) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
(c) ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
(d) act in good faith and in the best interests of the Metropolitan Planning Authority; and
(e) provide any and all equipment necessary for the performance of the Services.

2 Price for the Services
The Rates or Fees applicable to the Services are set out in the Purchase Order and are fixed. Expenses may only be charged in accordance with the Purchase Order.

3 Cancellation
The Metropolitan Planning Authority may cancel the Services at any time by giving written notice to the Supplier who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services. The Metropolitan Planning Authority must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Supplier up until cancellation (but not any loss of prospective profits).

4 Invoicing and payment
4.1 The Supplier must submit to the Metropolitan Planning Authority a tax invoice in respect of the Services once they are completed, or at such other time or times as agreed by the parties. A tax invoice submitted for payment must contain the information necessary to be a tax invoice for the purposes of the GST Act together with such other information as the Metropolitan Planning Authority may reasonably require and be sent to the address specified in the Purchase Order.

4.2 The Metropolitan Planning Authority will pay the Invoiced amount within 30 days of receipt of an accurate invoice. However, if the Metropolitan Planning Authority disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Supplier of the amount of the Metropolitan Planning Authority believes is due for payment. The parties will endeavour to resolve any such dispute.

4.3 Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Agreement but must be taken only as payment on account.

4.4 The Metropolitan Planning Authority will, on demand by the Supplier, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the Penalty Interest Rates Act 1983 (Vic).

5 Failure to perform
5.1 Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Agreement, the Metropolitan Planning Authority will not be required to pay for those Services (until they are provided correctly) and may require the Supplier to remedy any default or re-perform the Services within the time specified in a notice (which must be reasonable having regard to the nature of the Services).

5.2 If the default referred to in clause 5(a) is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, the Metropolitan Planning Authority may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by the Metropolitan Planning Authority in doing so.

6 Warranties
6.1 The Supplier warrants to the Metropolitan Planning Authority that:
   (a) (Purpose) where the Metropolitan Planning Authority has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result;
   (b) (Conflict) it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement; and
   (c) (IP) it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Services.

7 Liability
The Supplier must indemnify the Metropolitan Planning Authority and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure to provide the Services in accordance with these Conditions or any other breach of the Agreement.

8 Intellectual Property Rights
8.1 Subject to clause 8(c), all Contract Intellectual Property vests in and is the property of the Metropolitan Planning Authority from the time of its creation and the Supplier irrevocably and unconditionally assigns to the Metropolitan Planning Authority, free of additional
charge, all of its right, title and interest in and to the
Contract Intellectual Property. The Supplier must sign
all documents and do all things reasonably required to
ensure that such assignment is affected.

8.2 The Supplier warrants that it has or will procure from all
relevant persons who are authors or makers of any
Contract Intellectual Property a written assignment of
all Intellectual Property Rights of such persons in the
Contract Intellectual Property as necessary to give
effect to clause 8(a) and a written consent from all
individuals involved irrevocably consenting to the
Metropolitan Planning Authority exercising its rights in
the Contract Intellectual Property in a manner that, but
for the consent, would otherwise infringe the moral
rights of those individuals.

8.3 All Pre-Existing Intellectual Property used by the
Supplier in connection with the provision of Services or
the creation of Contract Intellectual Property remains
the property of the Supplier or its licensors. However, the
Supplier hereby irrevocably and unconditionally
grants to the Metropolitan Planning Authority, free of
additional charge, a non-exclusive, worldwide licence to
use any Pre-Existing Intellectual Property to the extent
that it forms part of or is integral to any works or other
items created by the Supplier in connection with the
provision of Services or the creation of Contract
Intellectual Property.

9 Insurancce

9.1 The Supplier must obtain and maintain insurance
coverage at all relevant times sufficient to cover any
loss or costs that may be incurred and for which the
Supplier is liable in connection with the provision of the
Services including professional indemnity and, if
applicable, public and products liability insurance.

9.2 On request, the Supplier must provide the Metropolitan
Planning Authority with evidence of the currency of any
insurance it is required to obtain.

10 Confidentiality and privacy

10.1 The Supplier and its employees, agents, directors,
partners, shareholders and consultants must not disclose
or otherwise make available any Confidential
Information to any other person.

10.2 The Supplier hereby consents to the Metropolitan
Planning Authority publishing or otherwise making available information in relation to the Supplier (and the
provision of the Services) as may be required:

(a) to comply with the Contracts Publishing System;
(b) by the Auditor-General; or
(c) to comply with the Freedom of Information Act
1982 (Vic).

10.3 The Supplier acknowledges that it will be bound by the
Information Privacy Principles and any applicable Code
of Practice with respect to any act done in connection
with the provision of the Services in the same way as the
Metropolitan Planning Authority would have been bound
had the relevant act been done by the Metropolitan
Planning Authority.

11 Access

When entering the premises of the Metropolitan
Planning Authority, the Supplier must and must ensure
that its employees, agents and sub-contractors use
reasonable endeavours to protect people and property,
prevent nuisance and act in a safe and lawful
manner and comply with the safety standards and
policies of the Metropolitan Planning Authority (as
notified to the Supplier).

12 Sub-contracting

12.1 The Supplier must not sub-contract to any third person
any of its obligations in relation to the Services without
the prior written consent of the Metropolitan Planning
Authority (which may be given or withheld in its absolute
discretion).

12.2 The Supplier will not, as a result of any sub-contracting
arrangement, be relieved from the performance of any
obligation under the Agreement and will be liable for all
acts and omissions of a sub-contractor as though they
were the actions of the Supplier itself.

13 Compliance with Law

The Supplier must, in the provision of the Services,
comply with all Laws and with the lawful requirements or
policy of any governmental agency affecting or applicable to the provision of the Services.

14 GST

14.1 Terms used in this clause have the same meanings given
to them in the GST Act.

14.2 Unless otherwise expressly stated, all prices or other
sums payable or consideration to be provided under or in
accordance with the Purchase Order or these
Conditions are exclusive of GST.

14.3 If GST is imposed on any supply made under or in
accordance with these Conditions, the recipient of the
taxable supply must pay to the supplier an additional
equal to the GST payable on or for the taxable
supply subject to the recipient receiving a valid tax
invoice in respect of the supply at or before the time of
payment. Payment of the additional amount will be
made at the same time as payment for the taxable
supply is required to be made.

15 General

15.1 The Agreement is governed by and is to be construed in
accordance with the laws applicable in Victoria. Each
party irrevocably and unconditionally submits to the
non-exclusive jurisdiction of the courts of Victoria and
any courts which have jurisdiction to hear appeals from
any of those courts and waives any right to object to any
proceedings being brought in those courts.

15.2 Time is of the essence in relation to the provision of the
Services.

16 Interpretation

In these Conditions, unless the context otherwise requires:

(a) Agreement means the agreement for the provision
of the Services of which these Conditions and the
Purchase Order form part.
(b) Code of Practice means a code of practice as
defined in, and approved under, the Information
Privacy Act 2000 (Vic).
(c) Conditions mean these General Conditions for the
Provision of Services.
(d) Completion Date means the date set out in the
Purchase Order by which provision of the Services
must be effected by the Supplier.
(e) Confidential Information means any technical,
scientific, commercial, financial or other
information of, about or in anyway related to, the
Metropolitan Planning Authority, including any
information designated by the Metropolitan
Planning Authority as confidential, which is
disclosed, made available, communicated or delivered to the Supplier, but excludes information:

(i) which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions;
(ii) which the Supplier can demonstrate was in its possession prior to the date of the Agreement;
(iii) which the Supplier can demonstrate was independently developed by the Supplier; or
(iv) which is lawfully obtained by the Supplier from another person entitled to disclose such information.

(f) **Contracts Publishing System** means the policy of the Victorian Government requiring publication of details of contracts entered into by Victorian Government Growth Areas Authorities, as amended from time to time.

(g) **Metropolitan Planning Authority** means the Metropolitan Planning Authority, Body or Agency of the State issuing the Purchase Order. Any reference to the Metropolitan Planning Authority will be read as a reference to the State.

(h) **Fees** mean a fixed fee payable to the Supplier for the provision of the Services.

(i) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(j) **Information Privacy Principles** means the information privacy principles set out in the *Information Privacy Act 2000* (Vic).

(k) **Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

(l) **Laws** mean the law in force in the State and the Commonwealth of Australia, including common law and legislation.

(m) **Overdue Amount** means an amount (or part thereof) that:
   (i) is not, or is no longer, disputed;
   (ii) is due and owing under a tax invoice properly rendered by the Supplier in accordance with these Conditions; and
   (iii) which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

(n) **Pre-Existing Intellectual Property** means any and all Intellectual Property Rights in any works, items or systems which are the property of the Supplier and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services.

(o) **Purchase Order** means any form of order or acknowledgment from the Metropolitan Planning Authority for the provision of the Services which incorporates these Conditions.

(p) **Rates** means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Supplier for the provision of the Services.

(q) **Services** means the services (or any of them) specified in the Purchase Order.

(r) **Supplier** means the person supplying the Services under these Conditions.
FIGURE 1
DRAFT FUTURE URBAN STRUCTURE PLAN
(CONSULTATION DRAFT - NOV 2015)
SHOWING CONSERVATION AREAS 1 AND 2