

**Local Industry Development Plan - Local by Nature – SAMPLE ONLY**

**Considerations**

While working on this document, bidders are encouraged to consult with the Industry Capability Network (Victoria). Please allow enough time for ICN to assist you. ICN can be contacted on (03) 9864 6700 or at [info@icnvic.org.au](mailto:info@icnvic.org.au). The Local Jobs First Supplier Guidelines document has more details on this process.

The responses contained in this LIDP will inform the procuring agency’s assessment of your tender in relation to the 10 per cent weighting for job outcomes applicable to Local Jobs First non-contestable projects. The 10 per cent weighting for industry development (local content) will be automatically assessed as a 10 out of 10 due to this tender being non-contestable, local in nature.

Please note, for your LIDP to receive an ICN Acknowledgement Letter, all fields of this document and all cells in the tables must be completed. If you have no information to give, please note N/A or 0, as applicable.

**Organisation and Project Details**

<b>1. Company Details</b>	
<b>Company/Organisation name/joint venture/consortium</b>	Click here to enter text.
<b>Main contact person</b>	Click here to enter text.
<b>Contact phone</b>	Click here to enter text.
<b>Contact email</b>	Click here to enter text.
<b>Secondary contact person</b>	Click here to enter text.
<b>Secondary contact phone</b>	Click here to enter text.
<b>2. Project Details</b>	
<b>Project name</b>	Click here to enter text.
<b>Tender reference number</b>	
<b>Tender due date</b>	[date]
<b>Government agency</b>	Click here to enter text.
<b>Government Contract manager</b>	Click here to enter text.
<b>Project Description</b> <i>Please give a detailed description of the project scope.</i>	

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<h2 style="color: red;">Local Jobs First Commitments</h2>
<h3 style="color: red;">3. Local Content Commitment</h3>
<p>This project or aspect of this Local Jobs First project has been deemed to be of nil or limited contestability. This means that the Industry Capability Network Victoria (ICN) has judged that goods produced, services supplied and construction activities to be used in this contract of nil or limited contestability meaning the local content is equal to or greater than 97 percent.</p> <p>In delivering this contract you will be expected to adhere to this judgment and the principles of the Local Jobs First Policy and only use non-contestable goods, services or construction activity.</p> <p><b>Please confirm that you have undertaken an assessment and agree that goods produced, services supplied and construction activities as part of this contract meet a minimum 97% local content:</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Please confirm you will use only goods produced, services supplied and construction activities that are represent a minimum 97% local content commitment in fulfilling this contract:</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<h3 style="color: red;">4. Employment Commitment</h3> <p>A main objective of the Local Jobs First Policy is to promote employment and business growth by providing opportunities for local businesses. Agencies must consider the jobs outcomes of bids when awarding a contract. For more informing on this process, refer to the Local Jobs First Supplier Guidelines.</p> <p>Calculate the number of retained and/or new jobs to be created in <b>Australia and/or New Zealand</b> during the life of this project. <b>This number covers both your company and those from your supply chain, if you are using a supply chain.</b></p> <p>A retained job means a job (one Annual Employee Equivalent (AEE)) that has been working for a supplier or subcontractor before signing a project contract, working in tasks/works related to the project. May also be referred to as an existing employee.</p> <p>A new job means a job (one Annual Employee Equivalent (AEE)) that has been specifically employed by a supplier or subcontractors, because of the work generated by a specific project.</p> <p><i>Note: Annual Employee Equivalent (AEE) is used in place of Full Time Equivalence (FTE). Created/retained numbers must be provided in AEE.</i></p> <p>Annualised Employee Equivalent (AEE) is calculated by dividing the Total paid hours of the contract ( by 1,976.</p> <p>1,976 reflects the total full time working hours paid yearly to a full time employee (38 hours per week for 52 weeks).</p> <p><i>Note: The table includes a breakdown of apprentices, trainees and standard jobs created or retained workhours, however the <b>Total Workhours</b> is calculated on the <b>Total</b> cells only.</i></p>

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Employment type	Created	Retained	Total
Victorian Apprentices	0.00	0.00	0.00
Victorian Trainees	0.00	0.00	0.00
Victorian Cadets	0.00	0.00	0.00
Victorian Standard Employees	0.00	0.00	0.00
<i>Total Victorian AEE</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
Rest of ANZ Apprentices	0.00	0.00	0.00
Rest of ANZ Trainees	0.00	0.00	0.00
Rest of ANZ Cadets	0.00	0.00	0.00
Rest of ANZ Standard Employees	0.00	0.00	0.00
<i>Total rest of ANZ AEE</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<b><i>Total AEE - apprentices</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>
<b><i>Total AEE - trainees</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>
<b><i>Total AEE - cadets</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>
<b><i>Total AEE - standard employees</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>
<b><i>Grand Total AEE</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>
<b><i>Total Workhours</i></b>	<b><i>0</i></b>		
<b><i>Contract length (in months)</i></b>	<b><i>0</i></b>		

Note that agencies will not give a higher weighting for more created or retained jobs – they will be considered equal.

### 5. Local Jobs First Monitoring and Reporting

A main component of the LJF is ongoing monitoring and reporting on outcomes achieved throughout project delivery.

Different project sizes have different reporting requirements. Projects with a total project value of \$20 million or over must use ICN Analytics and are required to report half-yearly to the procuring agency, who in turn report to the Department of Jobs, Precincts and Regions. The tender will provide details on monitoring and reporting expected by the agency.

The Local Jobs First Commitments Monitoring Table (at a minimum) or ICN Analytics are used to demonstrate the LIDP commitments achieved. The monitoring table and a signed Statutory Declaration must be completed by or at practical completion of the project and/or delivery of the goods or services. They must demonstrate that Local Jobs First outcomes have been achieved. Additional comments may need to be given to explain any differences between the expected outcomes from the agreed LIDP and those reported in the monitoring table. The Agency contract manager will request this table and give it to ICN and the DJPR for verification.

Please let us know the ways you will monitor and report on this contract:

- Local Jobs First Monitoring Table (mandatory)
- ICN Analytics (mandatory for projects over \$20 million)
- Develop Reporting templates to be issued to subcontractors for Evaluation and performance reporting
- Regular reviews of reporting on outcomes
- Use of reporting systems such as Microsoft Excel
- Working document outlining products used and local content committed
- Other (please specify)

## 6. Statement of compliance

By signing this statement of compliance, you commit to:

- Take all reasonable steps to comply with LJF principles, including the use of only non-contestable products throughout the life of any contract offered as a result of this contract.
- Agree to be monitored by the Department or Agency, the Department of Jobs, Precincts and Regions (DJPR) for compliance with LJF commitments as part of overall performance management
- Agree to be audited by the Local Jobs First Commissioner for compliance with LJF commitments as part of the overall performance management
- Agree to complete the Statutory Declaration (at practical completion of the project, confirming Local Jobs First outcomes achieved
- Agree to allow DJPR, Local Jobs First Commissioner and ICN to review the Local Jobs First outcomes at the completion of the contract
- Acknowledge that the Local Industry Development Plan shall be centrally recorded by the Victorian Government
- Agree to the Terms and Conditions as set out in Attachment C of this document.

To confirm that you agree to the Statement of Compliance as listed above, please sign below.

**Note:** If submitting a Local Industry Development Plan online via the Victorian Local Jobs First Management Centre – VMC (<https://icnvic.force.com/login>) acceptance of the Terms and Conditions must be acknowledged and agreed to before submission, therefore no signature is needed within the Local Industry Development Plan.

<b>Signed on behalf of</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Position Title:</b>	
<b>Date:</b>	[date]

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Attachment A Local Content Commitments Monitoring Table

Employment type	LIDP commitment		Achieved / secured		Progress / Comments
	Created	Retained	Created	Retained	
Apprentices					
Trainees					
Cadets					
Standard Employees					
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

I have met the intent to use only non-contestable products, goods or services.

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**Attachment C: Terms and Conditions**

In submitting to ICN information relating to your Local Jobs First Policy (LJF or the Policy) Local Industry Development Plan (LIDP), you agree to the following:

**Purpose for which information submitted**

Before submitting information to ICN relating to your LIDP, you have familiarised yourself with the terms and conditions on which you have submitted your tender to the relevant Government agency. This includes the provisions that relate to the LJF and ICN's role under the Policy.

Accordingly, you are fully aware of the role performed by ICN for the relevant Government agency under the LJF in relation to both your tender and other bidders.

You understand and agree that the purpose for which you have submitted the information in your LIDP to ICN is to enable it to deal with the information in accordance with its role under the LJF.

**Authority to perform role**

You expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the Policy throughout all stages of the tender process.

You also expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the LJF to report on its outcomes whenever required during the performance of any tender contract or upon completion.

Among other things, you understand and agree that while dealing with the information you provide in relation to your LIDP, ICN will compare information provided by all tender respondents in relation to their respective LIDP, assess their relevant merits and report to the relevant Government agency.

You undertake and agree to co-operate with ICN in the performance of its role under the Policy.

**Accuracy of information submitted**

You acknowledge and agree that regardless of any help you may be given by ICN in relation to the preparation of your LIDP, the LIDP you submit for consideration is your document and you are responsible for its content.

You agree and represent that the information submitted by you to ICN in relation to your LIDP has been carefully prepared by you or on your behalf and is complete, current and accurate and is not misleading or deceptive.

You undertake and agree on a continuing basis to make ICN aware of any errors or misrepresentations of fact and of any other matters that it would be important for it to know in consequence of relying upon that information for the purposes of performing its role under the Policy. You also agree to inform ICN of any changes in matters of fact that may have occurred since any information or material was first provided by you.

You agree that upon request from the relevant Government agency, you will provide it or Local Jobs Commissioner with your written confirmation of the truth, accuracy and completeness of all information provided and representations made by you in your LIDP particularly (but without limitation) information which is not capable of independent confirmation and verification from independent sources.

**Reliance on accuracy of information**

You understand and acknowledge that the relevant Government agency and ICN will be relying upon your representations as to the completeness, currency and accuracy of all information that you submit in relation to your LIDP and that ICN cannot be responsible for nor liable in any way for the consequences of you submitting incomplete or inaccurate information or information that is not current.

**Confidentiality of information**

In so far as information that you provide in your LIDP is confidential information, ICN undertakes and agrees to keep that information and the LIDP confidential as between ICN, the Government agency responsible for administering the Local Jobs First Policy and the Government agency issuing the tender request.

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### Submission of information electronically

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

### Submission of information physically

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

### Indemnities

You agree to indemnify the relevant Government agency and ICN on a continuing basis and so as to survive the consideration and acceptance of any tender and the term of any agreement including any contract arising from the acceptance of a tender by any Government agency against any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of the reliance by ICN upon any information, material or documentation provided by you in relation to your LIDP which is incomplete, inaccurate, false or misleading or omits any material particulars or arising from a failure to supply relevant information, documentation or material.

### Release

You acknowledge and agree that the Government agency responsible for the Local Jobs First Policy and ICN will not be liable to you in any way or for any reason whatever by reason of a Government agency to whom you submit a tender incorporating your LIDP not awarding you a contract in response to your tender submission and you release the Government agency responsible for the Policy and ICN from any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of a Government agency not awarding you a contract in response to your tender submission. You further acknowledge and agree that this release may be pleaded as an absolute bar to any proceedings you seek to commence against the Government agency responsible for the Policy and ICN in any capacity whatever.