



SECTION D

GENERAL CONDITIONS OF CONTRACT

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D1 GENERAL

The Standards Australia "AS2124-1992 General Conditions of Contract" shall form and be construed incorporated in the agreement between the Principal and the Contractor.

A copy is not bound into these documents and is obtainable from Standards Australia.

Copies of Annexure Part A and Annexure Part B duly completed follow this page.

**ANNEXURE to the Australian Standard General Conditions of
Contract**

PART A

This annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (Clause 1)	Western Australia
Payments under the Contract shall be made at: (Clause 1)	Perth, Western Australia
The Principal: (Clause 2)	SHIRE OF DUNDAS
The address of the Principal:	P.O.BOX 163 NORSEMAN WA 6443
The Superintendent: (Clause 2)	GFG CONSULTING PTY LTD (ABN 94 156 452 050)
The address of the Superintendent:	UNIT 22A, 7 THE ESPLANADE, MOUNT PLEASANT WA 6153
Limits of accuracy applying to quantities for which the Principal accepted rates: (Clause 3.2)	Not Applicable
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 1
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Not Applicable
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50% (to 2.5% of the Contract Sum)
Interest on retention money's and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	Provide electronically
The number of copies to be supplied by the Contractor: (Clause 8.4)	Provide electronically
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies (Clause 8.4)	14 days
Work which cannot be subcontracted without approval: (Clause 9.2)	All Works under contract

The percentage for profit and attendance: (Clause 11(b))	10%, unless for an item for which an all-inclusive rate applies
The amount or percentage for profit and attendance: (Clause 11(c))	10%, unless for an item for which an all-inclusive rate applies
Insurance of the Works - the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris (Clause 18(ii))	2.5% of the Contract Sum
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	10% of the Contract Sum
The value of materials to be supplied by the Principal: (Clause 18(iv))	NA
The additional amount or percentage: (Clause 18(v))	25% of the total amounts in clause 18
Public Liability Insurance - the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20 Million
The time for giving possession of the Site: (Clause 27.1)	Within twenty-eight (28) days from Principal's notification of Contract Award
The charge for overheads, profit, etc. for Daywork: (Clause 41(f))	10%
Times for payment claims: (Clause 42.1)	The last day of each month
Unfixed plant and materials for which payment claims may be made notwithstanding that they are not on the Site: (Clause 42.2)	Not Applicable
Retention Monies on: (Clause 42.3)	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 5% of the Contract Sum is held; (b) items on Site but not yet incorporated in the Works, Nil% (c) items off Site but in Australia Nil% (d) items not in Australia Nil% (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract Nil%
Unfixed Plant or Materials - the alternative applying: (Clause 42.4)	Alternative 3

The rate of interest on overdue payments: (Clause 42.9)	Nil % per annum
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	4 months
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 1
The person to nominate an arbitrator: (Clause 46)	To be agreed between the parties otherwise failing agreement to be nominated the by the Chairperson of the Western Australia Chapter of the Institute of Arbitrators.
Location of Arbitration (Clause 47.3)	Perth, Western Australia
The Date for Practical Completion: (Clause 35.2)	27/09/2019
4. Liquidated Damages per day: (Clause 35.6)	\$500
5. Limit of Liquidated Damages: (Clause 35.7)	Not applicable
6. Bonus per day for early Practical Completion: (Clause 35.8)	Not applicable
7. Limit of bonus: (Clause 35.8)	Not applicable
8. Extra costs for Delay or Disruption: (Clause 36)	Not applicable
9. Defects Liability Period: (Clause 37)	52 weeks from the date of Practical Completion

PART B

ANNEXURE to the Australian Standard General Conditions of Contract

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124 - 1992.

1. **THE FOLLOWING CLAUSES HAVE BEEN DELETED FROM THE GENERAL CONDITIONS IN AS2124-1992:**

Clause 10.5	Direct Payment for Designated or Nominated Subcontractors
Clause 35.7	Limit on Liquidated Damages
Clause 35.8	Bonus for Early Practical Completion

2. **THE FOLLOWING CLAUSES HAVE BEEN AMENDED AND DIFFER FROM THE CORRESPONDING CLAUSES IN AS2124-1992:**

Clause 3.3 Omitted Items

Delete lines 38, 39 and 40 and add:

“If a Schedule of Rates omits an item which should reasonably have been anticipated by an experienced and competent Contractor at the time of tender, to be necessary for the satisfactory completion and performance of the works, the Contractor shall in the tender insert such omitted item in the Schedule with a price or rate for such item. In the event of the failure of the Contractor to do so, the cost of such an item will be deemed to be included within other items of the Schedule.”

Clause 16.3 Excepted Risks

Line 22 - Delete Closing Bracket After “Contractor”.

Clause 17.2

Amended by adding the following paragraph:

“Notwithstanding any other term in this Contract, the Principal is not liable to the Contractor for any loss or damage (whether direct or indirect) of profits, revenues, use, production, contracts, opportunity, reputation, savings, any business interruption losses, losses arising from corruption or destruction of data, losses arising from increased costs of working or for any indirect, special or consequential loss or damage whatsoever arising out of this Contract.”

Clause 31.2 Covering Up of Work

At the end of Clause 31.2 add:

“No part of such work shall have further work placed thereon or shall be covered up or put out of view with out the approval of the Superintendent whose approval shall not be unreasonably withheld or delayed”.

Clause 33.1 Rate of Progress

Delete the following words:

'If compliance with the direction causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be valued under Clause 40.5.'

Clause 35.5 Extension of Time for Practical Completion

Amend line 41 of Clause 35.5 to read:

"Describe in the next paragraph and within 7 days after the delay occurs the Contractor..."

Amend line 49 (Page 28) to read:

"Inclement weather will only be considered for days exceeding the Bureau of Meteorology's average number of wet days for the month in question. The Contractor shall make allowance on its programme for the appropriate number of wet days".

Between the lines 38 and 39 (Page 29) add new paragraph:

"The Contractor shall not be entitled to any payment arising from the gaining of an extension time over and above any payment to which he is entitled under the Contract for the event that has caused such extension of time".

Amend line 42 (Page 29) to read:

"for any reason and there shall be no payment to the Contractor because of the granting of such extension time".

3. THE FOLLOWING CLAUSES HAVE BEEN ADDED TO THOSE OF AS2124-1992:

Clause 2 Interpretation

Further to Clause 2 add the following:

"Where 'approved' is used in this Contract Document it shall mean 'approved by the Superintendent'".

Approval of drawings, samples, prototypes, workmanship, methods or any other matter whatsoever shall not be deemed to waive or prejudicially effect any right of the Principal or to diminish in any way the Contractor's responsibility in respect of the work or any approved variation agreed under the contract.

Where 'selected' is used in this Contract Document it shall mean 'selected by the Superintendent within the requirements of the Contract'.

'Award working hours' shall be those as prescribed in the appropriate award as the ordinary working hours, and which are free from penalty additions".

Clause 3.4 Rise and Fall

“The monies otherwise payable to the Contractor under the Contract shall not be subject the adjustment for Rise and Fall in costs”.

Clause 45A Termination for Principal’s Convenience

“The Principal may, in its absolute discretion, and without being obliged to give any reasons, end this Contract or, part of the work under contract, at any time by giving written notice to the Contractor. If the Principal terminates this Contract or part of the work under contract under this clause 45A, the Company may engage other persons to perform the work under contract.”

Clause 49 Standard Specifications

“The Contractor shall supply equipment or execute work in accordance with the Contract Document and with the relevant Australian, British, National or International Standard Specifications, latest issues in each case.”