

## General Conditions of Contract: Annexure A

Contract Particulars			
Item	Relevant Clause		
1	1	<i>Principal:</i>	ABN:
		<i>Principal's address:</i>	
2	1	<i>Contractor:</i>	ABN:
		<i>Contractor's address:</i>	
3	2 and 23	<i>Superintendent:</i>	
		<i>Superintendent's address:</i>	
4	2.2	State or territory:	
5	33	<i>Date for practical completion:</i>	
6	5	Amount of <i>security</i> :	("Nil" applies if not filled in)
		Form of <i>security</i> :	
		Amount or percentage of <i>security</i> returned at <i>practical completion</i> .	("50%" applies if not filled in)
		Period after the date of <i>practical completion</i> for the whole of the <i>Works</i> for return of remaining <i>security</i> :	("12 months" applies if not filled in)
7	6.1	The <i>Contract documents</i> are:	
	6.2	Is a formal instrument of agreement required?	("No" applies if not filled in)
8	9.2	Is any of the work to be undertaken by a novated <i>subcontractor</i> ?	("No" applies if not filled in)
		If yes, the extent of work to be novated and the subcontractor:	
9	12.1	<i>Reliance information</i> (Documents not guaranteed for completeness):	
10	12.1	<i>Non-reliance information</i> (Documents not guaranteed for accuracy, quality or completeness):	

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11	12.3	Are there any <i>latent conditions</i> for which the <i>Contractor</i> has no entitlement to additional costs?	(“No” applies if not filled in)
		If yes, the <i>latent conditions</i> for which the <i>Contractor</i> has no entitlement to additional costs are:	
12	14	The <i>Statutory requirements</i> to be satisfied by or on behalf of the <i>Principal</i> :	(“None” applies if not filled in)
		Fees and charges paid by the <i>Principal</i> :	(“None” applies if not filled in)
13	15	Is the <i>Contractor</i> appointed as principal contractor?	(“Yes” applies if not filled in)
14	18 and 19	Responsibility for effecting a <i>Works</i> policy of insurance:	(“Contractor” applies if not filled in)
15	18 and 19	Responsibility for effecting a public liability policy of insurance:	(“Contractor” applies if not filled in)
16	18	Reference or hyperlink to obtain the <i>Principal Arranged Insurance Works Policy</i> (if applicable):	
17	19	Minimum amount of <i>Contractor’s Public Liability</i> insurance (if applicable):	
18	20	Is the <i>Contractor</i> required to take out Professional Indemnity Insurance for the design of <i>temporary Works</i> ?	(“No” applies if not filled in)
	20	If yes, the Professional Indemnity Insurance must be for not less than:	
19	27.1	Time for giving possession of <i>site</i> :	(If nothing stated, 10 <i>business days</i> )
		Maximum delay in the <i>Principal</i> giving possession of <i>site</i> :	(If nothing stated, within 90 <i>business days</i> )

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20	30.6	Is the <i>Contractor</i> required to implement a quality management system?	("No" applies if not filled in)
21	32	<i>Working days</i> and working hours:	
22	33.1	<i>Contract program</i> – times or stages for revision and submission:	("Not required" applies if not filled in)
23	35.3	Events outside of the <i>Contractor's</i> reasonable control for which the <i>Contractor</i> is not entitled to an extension of time for <i>practical completion</i> :	("None" applies if not filled in)
24	35.4	Do liquidated damages apply?	("Yes" applies if not filled in)
		If yes, amount of liquidated damages per day:	
25	35.4	Limiting amount or percentage of the contract sum for liquidated damages:	("No limit" applies if not filled in)
26	37	The <i>defects liability period</i> is:	("12 months" applies if not filled in)
	37 f)	The maximum period by which a <i>defects liability period</i> may be extended for rectified work:	("12 months" applies if not filled in)
27	42.1	Time for submission of payment <i>claims</i> or stages of the work for payment <i>claims</i> :	("the last <i>business day</i> prior to the end of each calendar month" applies if not filled in).
	42.1 g)	Time after the submission of a payment <i>claim</i> by which payment must be made:	(must comply with any timeframe specified in the relevant <i>SOP Act</i> )
	42.1 m)	Interest rate on overdue payments:	(must not be less than any rate specified in the relevant <i>SOP Act</i> )
28	42.4	Unfixed materials, plant, machinery or equipment – the <i>Alternative</i> applying:	("Alternative 1" applies if not filled in)

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		If Alternative 2 applies, the Unfixed materials, plant, machinery or equipment for which payment may be claimed:	
29	43.1	Form of documentary evidence of payment of <i>subcontractors</i> and workers:	(“A statutory declaration to the reasonable satisfaction of the <i>Superintendent</i> ” applies if not filled in)
30	47.2	Dispute resolution process:	(“Alternative 1 – Arbitration” applies if not filled in)
		Rules for the conduct of the arbitration:	(“Resolution Institute Arbitration Rules, current at the <i>date of acceptance of tender</i> ” applies if not filled in)
31	47.3 b)	If the parties fail to agree on an Arbitrator, the person to nominate the Arbitrator:	(“the Chair of Resolution Institute” applies if not filled in)
32	47.4	If the parties fail to agree on an Expert, the person to nominate the Expert:	(“the Chair of Resolution Institute” applies if not filled in)
		Lowest amount determined by the Expert which may be subject to litigation:	(“\$1 million” applies if not filled in)
33	48 f)	Will the Principal issue recipient created tax invoices?	(“No” applies if not filled in)

## General Conditions of Contract: Annexure B

### Commercial Framework

#### Guidelines

**The Commercial Framework must be completed and issued as part of the tender documents and, subject to any amendments, it is incorporated into the Contract.**

**It does not have a prescribed format, but at a minimum, it should address the following:**

- Clause 2: The definition / interpretation of schedule of rates, schedule of prices, bill of quantities lump sum and overheads, to the extent they are used in this Contract and the method of determining the contract sum.*
- If a schedule of rates is used, it should address the limits of accuracy.*
- Clause 12: Whether there is a limitation on the Contractor's entitlement to additional costs / extension of time for latent conditions. (If nothing is specified, the Contractor is entitled to additional costs / extension of time for all latent conditions.)*
- Clause 35.3: Any events outside of the reasonable control of the Contractor (such as inclement weather or industrial conditions) for which the Contractor has no entitlement to an extension of time. Alternatively, this may be specified in Item 23. (If nothing is specified, the Contractor is entitled to an extension of time for these events.)*
- Clause 36: Method for calculation of delay costs. (If nothing is specified, delay costs will be determined by the Superintendent.)*
- Clause 40: Any rise and fall adjustment or currency fluctuation adjustment. (If nothing is specified, there will be no adjustment to payment for external factors.)*
- Clause 40.5: Whether or not rates and amounts are inclusive or exclusive of overheads and profit (if nothing is specified, under clause 40.5 i) rates and amounts are inclusive of overheads and profit).*
- The rates to be used for overheads and profit. Consider whether to provide further definition of what is included in the overheads – for example, are site based vehicles included in direct costs or on-site overheads?*
- Clause 48: Whether or not rates and amounts are inclusive or exclusive of GST. (If nothing is specified, then under the GST Act, rates and amounts will be deemed to be inclusive of GST.)*