



Coonamble Shire Council

**REQUEST FOR TENDER No.TEN230712DJ
VOLUME 2 Conditions of Contract**

**BOX RIDGE ROAD AND GULARGAMBONE ROAD RENEWAL
PROJECT**

10 am – Wednesday, 12 July 2023

Version 1.0

Contents

| | | |
|---|-------------------------------------|---|
| 1 | General Conditions of Contract..... | 1 |
| 2 | Special Conditions of Contract..... | 2 |
| 3 | Annexure to AS 4000-1997 | 3 |
| | Annexure Part A..... | 3 |

1 General Conditions of Contract

The Contract shall be evidenced by:

- Information for Tenderers and Conditions of Tendering
- Volume 1 – Specification
- Volume 1a - Appendices
 - Appendix A – Full set of design drawings number 11551, issued by Ardill Payne Pty Ltd;
 - Appendix B – Geotech Report from Macquarie Geotech
 - Appendix C - dwg. "GA-TR21"
- Volume 2 – Conditions of Contract
- Volume 3 - Response Schedules

Australian Standard AS 4000-1997 General Conditions of Contract will be used for this Project. A copy of AS 4000-1997 has not been included with the Tender documents but is deemed to form part of the Tender documentation.

Copies are available from SAI Global <http://infostore.saiglobal.com/store/>

2 Special Conditions of Contract

Not Applicable

3 Annexure to AS 4000-1997

Annexure Part A

Annexure to the Australian Standard General Conditions of Contract AS 4000–1997

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to these Minor works contract conditions and shall be read as part of the *Contract*.

Item

| | | |
|---|-------------------------------------|--|
| 1 | <i>Principal</i> (clause 1) | THE GENERAL MANAGER COONAMBLE SHIRE COUNCIL NOT ACN <u>APPLICABLE</u> ABN <u>19 499 848 443</u> |
| 2 | <i>Principal's address</i> | <u>80 Castlereagh Street</u> <u>Coonamble NSW 2829</u> |
| 3 | <i>Contractor</i> (clause 1) | _____ _____ ACN _____ ABN _____ |
| 4 | <i>Contractor's address</i> | _____ _____ |
| 5 | <i>Superintendent</i> (clause 1) | Roads Manager Coonamble Shire Council NOT NOT ACN <u>APPLICABLE</u> ABN <u>APPLICABLE</u> |
| 6 | <i>Superintendent's address</i> | <u>80 Castlereagh Street</u> <u>Coonamble NSW 2829</u> |
| † | <i>Date for practical</i> | |
| 7 | a) <i>completion</i> (clause 1) | _____ |
| | OR | |
| | period of time | |
| | b) <i>for practical</i> | <u>12 weeks</u> |

completion
 (clause 1)

| | | |
|-----|--|--|
| 8 | Governing law (page 5, clause 1(h)) | <u>NEW SOUTH WALES, AUSTRALIA</u> If nothing stated, that of the jurisdiction where <i>site</i> is located |
| 9 | a) Currency (page 5, clause 1(g)) b) Place for payments (page 5, clause 1(g)) c) Place of business of bank (page 3, clause 1(d)) | <u>AUSTRALIAN DOLLAR (A\$)</u> If nothing stated, that of the jurisdiction where <i>site</i> is located <u>COONAMBLE SHIRE COUNCIL</u> If nothing stated, the <i>Principal's</i> address <u>COONAMBLE</u> If nothing stated, the place nearest to where the site is located |
| 10 | <i>Bill of quantities</i> (subclause 2.2) a) Alternative applying (subclause 2.2) b) If Alternative 2 applies, is the bill of quantities to be priced? (subclause 2.2) c) Lodgement time (subclause 2.3(b)) | <u>NOT APPLICABLE</u> If nothing stated, Alternative 1 applies No / Yes (delete one) If neither stated, the <i>bill of quantities</i> shall not be priced <u>NOT APPLICABLE</u> If nothing stated, 28 days after <i>date of acceptance of tender</i> |
| 11 | Quantities in <i>schedule of rates</i> , limits of accuracy (subclause 2.5(b)) | Upper Limit <u>NOT APPLICABLE</u> Lower Limit <u>NOT APPLICABLE</u> |
| 10 | <i>Provisional sum</i> , percentage for profit and attendance (clause 3) | <u>TEN (10) %</u> |
| †13 | <i>Contractor's security</i> a) Form (clause 5) b) Amount or maximum | <u>BANK GUARANTEE</u> <u>FIVE (5) %</u> |

| | | | |
|-----|---|---|--------------------|
| | percentage of <i>contract sum</i> (clause 5) If retention moneys, | If nothing stated, 5% of the <i>contract sum</i> | |
| c) | percentage of each <i>payment certificate</i> (clause 5 and subclause 37.2) Time for provision (except for retention | TEN (10) % If nothing stated, 10% until the limit in <i>Item 13(b)</i> | |
| d) | moneys) (clause 5) | NOT APPLICABLE If nothing stated, 28 days after <i>date of acceptance of tender days</i> | |
| e) | Additional <i>security</i> for unfixed plant and materials (subclause 5.4 and 37.3) | NOT APPLICABLE \$ | |
| f) | <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4) | FIFTY (50) % of amount held If nothing stated, 50% of amount held | |
| †14 | <i>Principal's security</i> | | |
| a) | Form (clause 5) | NIL | |
| b) | Amount or maximum percentage of <i>contract sum</i> (clause 5) | NIL % If nothing stated, nil | |
| c) | Time for provision (clause 5) | NOT APPLICABLE If nothing stated, 28 days after <i>date of acceptance of tender days</i> | |
| d) | <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4) | NIL % of amount held If nothing stated, 50% of amount held | |
| 15 | <i>Principal</i> – supplied documents (subclause 8.2) | Document 1 Volume 1 – Specification | No. of copies 1 |

- a) Alternative 1 applies ALTERNATIVE ONE
 If nothing stated, Alternative 1 applies
- If Alternative 1 applies
 Provision for demolition
 b) and removal of debris _____ \$ _____
 OR
 TEN (10) _____ % of the *contract sum*
- c) Provision for consultants' fees _____ \$ _____
 OR
 TEN (10) _____ % of the *contract sum*
- Value of materials or things to be supplied by
 d) the _____ \$ _____
Principal
- e) Additional amount or percentage _____ \$ _____
 OR
 TWELVE (12) _____ % of the total of paragraphs (a) to (d)
 _____ in clause 16
- 21 Public liability insurance (clause 17)
 a) Alternative applying ALTERNATIVE ONE
 If nothing stated, Alternative 1 applies
- If Alternative 1 applies
 Amount per occurrence
 b) shall be not less than _____ \$ 20,000,000
 If nothing stated, not less than the *contract sum*
- 22 Time for giving possession (subclause 24.1) _____ days after *date of acceptance of tender*
 within _____ *tender*
 If nothing stated, 14 days
- 23 *Qualifying causes of delay* NOT APPLICABLE
 Causes of delay for which *EOTs* will not be granted
 (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)
- †24 Liquidated damages, rate _____

| | | | | |
|-----|---|---------------------------------------|--------|----------------------------------|
| | (subclause 34.7) | per day | \$ 550 | per day |
| †25 | Bonus for early <i>practical completion</i> (subclause 34.8) | | | |
| | a) Rate | NIL | | |
| | | per day | \$ | per day |
| | b) Limit | NIL | | |
| | | per day | \$ | per day |
| | | OR | | |
| | | _____ % of the <i>contract sum</i> | | |
| | | If nothing stated, there is no waiver | | |
| †26 | Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9) | NOT APPLICABLE | | |
| 27 | <i>Defects liability period</i> (clause 35) | If nothing stated, 12 months | | |
| 28 | Progress Claims (subclause 37.1) | | | |
| | a) Times for progress claims | LAST | | day of each month for <i>WUC</i> |
| | | done to | | |
| | | the | LAST | day of that month |
| | | OR | | |
| | b) Stages of <i>WUC</i> for progress claims | _____ | | |
| | | _____ | | |
| | | _____ | | |
| | | _____ | | |
| | | _____ | | |
| | | _____ | | |
| 29 | Unfixed plant and materials for | NOT APPLICABLE | | |

| | |
|--|---|
| Which payment claims may be made (subclause 37.3) | |
| 30 Interest rate on overdue payments (subclause 37.5) | NIL % per annum If nothing stated, 18% per annum |
| 31 Time for <i>Principal</i> to rectify inadequate possession (subclause 27.3) | TWENTY EIGHT (28) days If nothing stated, 14 days |
| 32 Arbitration (subclause 42.3) | |
| The person to nominate | |
| a) an Arbitrator | PRESIDENT OF THE AUSTRALASIAN DISPUTE CENTRE If no-one stated, the President of the Australasian Dispute Centre |
| b) Rule for arbitration | RULES 5-18 OF THE RULES OF THE INSTITUTE OF ARBITRATORS, AUSTRALIA FOR CONDUCT OF COMMERCIAL ARBITRATIONS If nothing stated: a) rules 5-18 of the Rules of The Institute of Arbitrators, Australia for Conduct of Commercial Arbitrations; OR b) If one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in <i>Item 32(c)</i> |
| c) Appointed Authority under | PRESIDENT OF THE AUSTRALASIAN DISPUTE CENTRE |

UNCITRAL Arbitration
Rules

If no-one stated, the President of the Australasian
Dispute Centre

† If applicable, delete and instead complete equivalent Item in the separable portions
section on the Annexure Part A
