

AS 2124—1992
with
AS 2125—1992 and
AS 2127—1992
(Incorporating Amendment No. 1)

Australian Standard®

General conditions of contract

Annexures Part A and B

with

**General conditions of tendering and
Form of tender (AS 2125—1992)**

**Form of formal instrument of
agreement (AS 2127—1992)**

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- Association of Consulting Engineers Australia
 - Australasian Railways Association
 - Australian Chamber of Commerce and Industry
 - Australian Procurement and Construction Council
 - AUSTROADS
 - Construction Industry Engineering Services Group
 - Construction Policy Steering Committee
 - Electricity Supply Association of Australia
 - Institution of Engineers, Australia
 - Institution of Professional Engineers, New Zealand
 - Law Council of Australia
 - Master Builders Australia
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 - Process Engineers and Constructors Association
 - Royal Australian Institute of Architects
-

This Standard was issued in draft form for comment as DR 92053.

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AS 2124, General conditions of contract

First published as part of AS CA24—1952. Revised and redesignated in part as AS CA24.1—1964. Second edition 1973. Revised and redesignated AS 2124—1978.

Second edition 1981. Third edition 1986. Fourth edition 1992 Incorporating Amendment No. 1 (October 2000). Reissued in updated format only (September 2022).

AS 2125—1992, General conditions of tendering and form of tender

First published as part of AS CA24—1952. Revised and redesignated in part as AS CA24.2—1964 and AS CA24.3—1964. AS CA24.2—1964 revised and redesignated AS 2125—1978. AS CA24.3—1964 revised and redesignated AS 2126—1978. Second edition AS 2125—1981. Second edition AS 2126—1981. AS 2125—1981 and AS 2126—1981 revised, amalgamated and designated AS 2125—1986. Third edition 1992. Reissued in updated format only (September 2022).

AS 2127—1992, Form of formal instrument of agreement

First published as AS 2127—1978. Second edition 1981. Third edition 1986. Fourth edition 1992. Reissued in updated format only (September 2022).

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Preface

These editions of AS 2124, AS 2125 and AS 2127 (bound together) were prepared by the Standards Australia Committee on General Conditions of Contract. While these are the latest editions, the 1986 editions remain as current Standards, the 1981 editions remain as available superseded Standards and the 1978 editions are withdrawn.

This Standard incorporates Amendment No. 1 (October 2000). For information relating to Amendment No. 1 please contact Standards Australia. www.standards.org.au This version has been prepared for reuse and text markers showing changes made by Amendment No. 1 have been removed.

In the preparation of this edition of AS 2124, recommendations contained in the report by the National Public Works Conference/National Building and Construction Council Joint Working Party publication **NO DISPUTE** (May 1990) have been taken into account.

Clauses suffixed by an asterisk are optional, and may be omitted in the Contract as necessary, without making consequential amendments; but such omission should be clearly shown on the face of the Contract by striking out these clauses or indicating clearly elsewhere that they are *not to apply*.

The attention of users of this Standard is drawn to the separate document Doc 2124N, *Notes on changes in the General Conditions of Contract 4th edition (AS 2124—1992) as compared with the 3rd edition (AS 2124—1986)* which indicates the changes of major importance which have been made in the 1992 edition.

Warning

Users of this Australian Standard are warned that Clause 17 (damage to persons and property) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability overrides any limitations or exclusions permitted under Insurance Clauses 18 (Insurance of the Works) and 19 (Public Liability Insurance).

Parties wishing to limit their liability should seek insurance and legal advice before entering a Contract under this Standard.

Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.

Guidance note: Clauses suffixed by an asterisk can be omitted without making consequential amendments.

Annexure Part A

Annexure to the Australian Standard General conditions of contract AS 2124—1992, with AS 2125—1992 and AS 2127—1992

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.

Item		
1	The law applicable is that of the State or Territory of: (Clause 1)	Western Australia
2	Payments under the Contract shall be made at: (Clause 1)	Perth, Western Australia
3	The Principal: (Clause 2)	The Shire of Northampton
4	The address of the Principal:	Hampton Road, Northampton, PO Box 61, Northampton WA 6535
5	The Superintendent: (Clause 2)	TBC
6	The address of the Superintendent:	TBC
7	Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	NA
8	Bill of Quantities — the alternative applying: (Clause 4.1)	Alternative 1
9	The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	At time of tender submission

Item		
10	(a) Contractor shall provide security in the amount of: (Clause 5.2)	5% of the value of the contract
	(b) Principal shall provide security in the amount of: (Clause 5.2)	Nil
	(c) The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	14 days
11	The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50%
12	Interest on retention moneys and security—the alternative applying: (Clause 5.9)	Alternative 2
13	The number of copies to be supplied by the Principal: (Clause 8.3)	One
14	The number of copies to be supplied by the Contractor: (Clause 8.4)	One
15	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

Item		
16	Work which cannot be subcontracted without approval: (Clause 9.2)	All work under the contract
17	The percentage for profit and attendance: (Clause 11(b))	NA
18	The amount or percentage for profit and attendance: (Clause 11(c))	NA
19	Insurance of the Works—the alternative applying: (Clause 18)	Alternative one
20	The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	Nil
21	The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	\$100,000
22	The value of materials to be supplied by the Principal: (Clause 18(iv))	Nil
23	The additional amount or percentage: (Clause 18(v))	NA
24	Public Liability Insurance—the alternative applying: (Clause 19)	Alternative one
25	The amount of Public Liability Insurance shall be not less than:	\$20,000,000

Item		
	(Clause 19)	
26	The time for giving possession of the Site: (Clause 27.1)	30 days
27	(a) The Date for Practical Completion: (Clause 35.2)	8 November 2024
	(b) Liquidated Damages per day: (Clause 35.6)	\$1,451 ex GST
	(c) Limit of Liquidated Damages: (Clause 35.7)	No limit
	(d) Bonus per day for early Practical Completion: (Clause 35.8)	Nil
	(e) Limit of bonus: (Clause 35.8)	NA
	(f) Extra costs for Delay or Disruption: (Clause 36)	Event: Nil
	(g) The Defects Liability Period: (Clause 37)	12 months from Practical Completion
	Guidance note to Item 27	Where there are Separable Portions, these items shall be deleted
28	The Charge for overheads, profit, etc. for Daywork: (Clause 41(f))	Nil
29	Times for Payment Claims:	Last day of the month

Item		
	(Clause 42.1)	
30	Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(b))	Nil
31	Retention Moneys 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, 10%; (c) items off Site but in Australia 20%; (d) items not in Australia 20%; (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract — %;
32	Unfixed Plant or Materials — the alternative applying: (Clause 42.4)	Alternative 3
33	The rate of interest on overdue payments: (Clause 42.9)	Current reserve bank overdraft rate
34	The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months
35	The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 2
36	The person to nominate an arbitrator: (Clause 47.3)	Chairperson of the Chapter of the Institute of Arbitrators Australia in Western Australia

Item		
37	Location of arbitration: (Clause 47.3)	Western Australia

Annexure Part A — Approved form of unconditional undertaking

Approved form of unconditional undertaking (Clause 5.3)

At the request of Click or tap here to enter text. ('the Contractor') and in consideration of Click or tap here to enter text. ('the Principal') accepting this undertaking in respect of the Contract for Click or tap here to enter text. ('the Financial Institution') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate sum of Click or tap here to enter text. (\$ Click or tap here to enter text.)

The undertaking is to continue until notification has been received from the Principal that the sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the whole of the sum or such part as the Principal may require.

Should the Financial Institution be notified in writing, purporting to be signed by Click or tap here to enter text. for and on behalf of the Principal that the Principal desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Principal forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the sum of Click or tap here to enter text. (\$ Click or tap here to enter text.) less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder shall immediately cease.

Dated at Click or tap to enter a date.

this Click or tap here to enter text. day of Click or tap here to enter text. 20Click or tap here to enter text.

Annexure Part B — Deletions, amendments and additions

Annexure to the Australian Standard General conditions of contract AS 2124—1992, with AS 2125—1992 and AS 2127—1992

Guidance note: This annexure 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 AS 2124—1992:

Nil

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124—1992

Nil

3. The following Clauses have been added to those of AS 2124—1992.

Nil

AS 2125—1992, General conditions of tendering and Form of tender

1. The documents, upon which the tenderer is to tender are:

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2. Tenderers must complete the Tender Form provided and lodge it with any accompanying schedules or information endorsed with the Contract number at the place and by the time stated in the invitation to tender.
3. The Principal is not bound to accept the lowest or any tender.

Tender form

Provided in RFT document

AS 2127—1992, Form of formal instrument of agreement

Agreement made Click or tap here to enter text. day of Click or tap here to enter text. 20Click or tap here to enter text.

between Click or tap here to enter text. (the Contractor)

and Click or tap here to enter text. (the Principal)

It is agreed that the annexed documents marked as follows:

Title Click or tap here to enter text.	Mark
Tender, dated Click or tap here to enter text.	Click or tap here to enter text.
Letter of acceptance, dated Click or tap here to enter text.	Click or tap here to enter text.
AS 2124-1992 General Conditions of Contract and Annexure. (Agreement Signed and all pages initialled by parties)	Click or tap here to enter text.
Specification Click or tap here to enter text.	Click or tap here to enter text.
Dwg Nos: Click or tap here to enter text.	Click or tap here to enter text.
Other Documents: Click or tap here to enter text.	Click or tap here to enter text.

(Guidance Note: Use extra sheets if necessary to list all documents and Drawings)

Click or tap here to enter text. shall together comprise the Contract between the parties AND if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

Signed by the Contractor

Signed by the Principal