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with
AS 2125 — 1978
AS 2126 — 1978
AS 2127 — 1978
AS 2128 — 1978
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Australian Standard 2124-1978

(with AS 2125-1978, AS 2126-1978, AS 2127-1978
and AS 2128-1978)

GENERAL CONDITIONS OF CONTRACT (AS 2124-1978)

together with

GENERAL CONDITIONS OF TENDERING AND
FORM OF TENDER FOR LUMP SUM
CONTRACTS (AS 2125-1978)

GENERAL CONDITIONS OF TENDERING AND
FORM OF TENDER FOR SCHEDULE OF RATES
CONTRACTS (AS 2126-1978)

FORM OF FORMAL INSTRUMENT OF
AGREEMENT (AS 2127-1978)

PROGRESS CERTIFICATE (AS 2128-1978)



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THE FOLLOWING SCIENTIFIC, INDUSTRIAL AND GOVERNMENTAL ORGANIZATIONS and departments were officially represented on the committees entrusted with the preparation of these standards:

Associated Chambers of Manufactures of Australia
Association of Consulting Engineers, Australia
Australian British Trade Association
Australian Federation of Construction Contractors
Building Industry Subcontractors Organization of Australia
Department of Construction
Department of Works, Queensland
Electricity Commission of New South Wales
Electricity Supply Association of Australia
Institution of Engineers, Australia
Metal Trades Industry Association of Australia
National Association of Australian State Road Authorities
Railways of Australia Committee
State Electricity Commission of Victoria
Sydney County Council
Water Resources Commission, New South Wales

These standards, prepared by Committee OB/1, General Conditions of Contract for Civil Engineering Works, and Committee OB/2, Conditions of Contract for Plant and Machinery, were approved by the Council of the Association on 29 November 1977, and were published on 1 March 1978.

To keep abreast of progress in industry, Australian standards are regularly reviewed. Suggestions for improvements to published standards, addressed to the head office of the Association, are welcomed.

These standards were issued in draft form for public review as DR 74169 to 74171.

AUSTRALIAN STANDARD

**GENERAL CONDITIONS
OF CONTRACT**

AS 2124—1978

together with

**GENERAL CONDITIONS OF TENDERING
AND FORM OF TENDER FOR LUMP SUM CONTRACTS**

AS 2125 — 1978

**GENERAL CONDITIONS OF TENDERING
AND FORM OF TENDER FOR SCHEDULE OF RATES
CONTRACTS**

AS 2126 — 1978

FORM OF FORMAL INSTRUMENT OF AGREEMENT

AS 2127 — 1978

PROGRESS CERTIFICATE

AS 2128 — 1978

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PREFACE

These standards were prepared jointly by the Association's Committees on General Conditions of Contract for Civil Engineering Works and Conditions of Contract for Plant and Machinery. They are intended to supersede the following standards on a date to be determined:

- | | |
|----------------|--|
| AS CA24.1—1973 | General Conditions of contract for civil engineering works |
| AS CA24.2—1964 | General conditions of tendering and form of tender for lump sum contract for civil engineering works |
| AS CA24.3—1964 | General conditions of tendering and form of tender for schedule of rates contract for civil engineering works |
| AS CZ20—1970 | Conditions of contract for the supply of electrical and mechanical equipment plant and machinery. Without erection |
| AS CZ21—1973 | Conditions of contract for the supply and erection of electrical and mechanical equipment |
| AS CZ23—1970 | Conditions of tendering and form of tender for the supply of electrical and mechanical equipment, plant and machinery. |
| AS CZ24—1970 | Form of formal instrument of agreement. |
| AS CZ25—1970 | Payment certificate |

AS 2124, General Conditions of Contract

This standard is the result of some four years work directed towards the preparation of a single set of conditions of contract appropriate to all forms of works.

This standard essentially combines AS CA24.1, AS CZ20 and AS CZ21.

It will be noted that in the preparation of this standard attention has been given to keeping the wording of clauses as near as practicable to corresponding clauses in AS CZ20, AS CZ21 and AS CA24.1, allowing for revisions thought necessary

in the light of experience. Consideration was given to the National Public Works Conference's General Conditions of Contract NPWC Edition 1, to ensure uniformity where possible.

It should be further noted that this standard is intended to form a model basic uniform set of conditions of contract which can be amended to suit particular circumstances. Part C of the Annexure is intended to allow such amendments to be listed, following the practice adopted for AS CA24.1. It is anticipated that a commentary will be prepared to assist users in understanding the background to the detailed drafting of this standard. Comment is invited on the drafting and principles contained in this standard to assist in future revision and amendment to meet user needs.

Work on the preparation of a compatible set of subcontract conditions suitable for use with AS 2124 is also under consideration.

In the drafting of this standard, the committee has been guided by the principle that as the parties using the Conditions should stand equally before the law, responsibility should be allocated equitably, and neither party should be shown to possess special rights, except as may be necessary to secure the effective carrying out of a contract.

The document is based on Australian law and insurance practice, and may require alteration if used for contracts outside Australia and its Territories.

AS 2125, General Conditions of Tendering and Form of Tender for Lump Sum Contracts.

This standard has been drafted for use with AS 2124. It takes into account AS CA24.2 and provisions in AS CZ23.

AS 2126, General Conditions of Tendering and Form of Tender for Schedule of Rates Contracts

This standard has been drafted for use with AS 2124. It takes into account AS CA24.3 and provisions in AS CZ23.

AS 2127, Form of Formal Instrument of Agreement

This standard has been drafted for use with AS 2124 and 2125 or 2126. It takes into account AS CZ24.

AS 2128, Progress Certificate

This standard has been drafted for use with AS 2124, 2125 or 2126, and 2127. It takes into account AS CZ25.

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AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT

Clause 1 INTERPRETATIONS

1. In the Contract the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

5 '*Bill of Quantities*' means a statement issued to tenderers for a lump sum contract or for the lump sum part of a partly lump sum, partly schedule of rates contract, by the Principal, setting out the estimated quantities of work to be done under the Contract.

'*Priced Bill of Quantities*' means the Bill of Quantities priced and lodged by the Contractor with the Superintendent, accepted by the Superintendent as to rates, and as corrected pursuant to Clause 4.2 (ii).

10 '*Constructional Plant*' means all appliances and things on the Site (including scaffolding, form work and the like) required for the execution of the work under the Contract, but not for incorporation in the Works or the Temporary Works.

15 '*Contract*' means the agreement between the Principal and the Contractor as described in Clause 6.

'*Contractor*' means the person stated in the Annexure hereto and includes his heirs, executors, administrators and permitted assigns and in the case of a corporate body its successors and permitted assigns under Clause 9.1.

20 '*Contract Sum*' means the sum which —
(a) in the case of a Lump Sum Contract, is stated in the Contract to be payable to the Contractor for the execution of the Works and the performance of the Contractor's obligations under the Contract, and
25 (b) in the case of a Schedule of Rates Contract, is ascertained by adding to the total of any provisional amounts and any lump sums offered by the Contractor and accepted by the Principal, the sums resulting from multiplying the respective rates offered by the Contractor and accepted by the Principal for the items of work stated in the Specification or
30 Schedule of Rates or Prices or elsewhere in the Contractor's offer by the respective quantities thereof,
but excluding any additions or deductions which may be required to be made pursuant to the Contract.

35 '*Contract Value*' means the portion of the total sum payable under the Contract by the Principal to the Contractor which is properly apportioned to the whole or part of the work under the Contract having regard to its state, condition and location and all other relevant circumstances, and disregarding any changes that may have occurred since the Date of Acceptance of the Tender due to the operation of Clause 41.

40 '*Date of Acceptance of Tender*' means the date of acceptance in writing by one party of an offer by the other (including a counter-offer) for the execution of the Works and the performance of the Contract.

'*Daywork*' shall mean work valued on the basis of time spent by the workmen, materials used, plant employed and other relevant costs.

45 '*Drawings*' means the drawings referred to in the Contract and any modification of such drawings notified to the Contractor by the Superintendent and includes such other drawings as may from time to time be supplied to the Contractor by the Superintendent or the use of which has been permitted by the Superintendent, for the purposes of the Contract.

'*General Conditions*' means these Australian Standard General Conditions of Contract, as modified by the Annexure to these conditions.