

# AUSTRALIAN STANDARD GENERAL CONDITIONS OF TENDERING AND FORM OF TENDER FOR SCHEDULE OF RATES CONTRACTS

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## CONDITIONS OF TENDERING

**1 NATURE OF CONTRACT.** The Contract for which a Tender in accordance with these Conditions is made is a Schedule of Rates Contract and all work performed under it shall be in conformity and accordance with and subject to Tender Documents as defined in Clause 2.

**2 TENDER DOCUMENTS.** The Tender Documents shall be these Conditions of Tendering and General Conditions of Contract (including Annexure) the Specification including the Schedule of Rates and any other Schedule thereto and the Drawings and any drawings and written statement required by any of the aforesaid documents to be submitted by the Tenderer and the completed Form of Tender provided herewith to the Tenderer.

**3 CONTENTS OF TENDER.** The Tender submitted shall be prepared in accordance with the following requirements:

**3.1** The Tender shall be submitted upon the Form of Tender provided and with the documents referred to in Clause 1 of these Conditions shall be deemed to form the Tender. The Tenderer shall sign the Tender or, if the Tenderer be a corporation, affix its common seal in the manner prescribed by its Articles of Association or otherwise have the Tender signed appropriately and formally and the signature witnessed.

**3.2** Each Tender shall contain an address for service of any notices necessary or required to be or which may be served on or given to the Tenderer in connection with his Tender.

**3.3** Each Tender shall set forth the full given names, surname and address of the Tenderer (if a person); and when the Tender is in the name of a firm the names in full and addresses of each member of the firm. When the Tender is by a Company there shall be set forth the name of the Company and the address of the Registered Office of the Company.

**4 RESOLUTION OF INCONSISTENCIES.** Where the General Conditions of Contract contradict or are inconsistent with any other provision contained in the Tender then to the extent of such contradiction or inconsistency such other provision shall form part of the Tender and the contradictory or inconsistent provision in the General Conditions shall not form part of the Tender.

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