

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

**CONDITIONS OF TENDERING**

- 1 NATURE OF CONTRACT.** The Contract for which a Tender in accordance with these Conditions is to be made is a Lump Sum Contract. The Lump Sum Tender is for the completion of the whole of the Works described and intended in the Tender Documents and executed in accordance therewith.
- 2 TENDER DOCUMENTS.** The Tender Documents shall be these Conditions of Tendering, the General Conditions of Contract. (including Annexure) the Specification including any Schedule thereto, 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. 5
- 3 CONTENTS OF TENDER.** The Tender submitted shall be prepared in accordance with the following requirements: 10
- 3.1** The Tender shall be submitted upon the Form of Tender provided and all the Tender Documents shall be deemed to form part of 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 have the signature witnessed. 15
  - 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. 20
- 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. 25
- 5 TENDERER TO INFORM HIMSELF FULLY.** 30
- 5.1** A Tenderer is required to acquaint himself with all conditions relating to the Tender and to inspect the Site prior to submitting his Tender (see Clause 12 of the General Conditions of Contract).
  - 5.2** If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents he shall either: 35
    - (i) ask the Principal or Superintendent for clarification, which clarification shall be valid only if issued in writing; or
    - (ii) when submitting his Tender include a statement of the interpretation upon which he relies and on which his Tender has been prepared.
- Any clarification given pursuant to this clause may also be issued to all other prospective tenderers. 40
- 6 LODGEMENT OF TENDERS.** Tenders shall be enclosed in a sealed envelope endorsed with the Contract number and general description of the Works as inserted by the Principal on the attached Form of Tender and shall be lodged at the place named in the advertisement or other instrument calling for submission of Tenders by the date and time given, provided that 45

