

33.00 Conditions of Tendering & Conditions of Contract for Lump Sum Contracts

33.01 Conditions of Tendering

The Griffith University General Conditions of Tendering included in this Section apply only to tenders for 'Traditional' Lump Sum Fixed Price Contracts.

The Head Consultant shall incorporate these General Conditions into the Tender Documentation without amendment.

33.02 Conditions of Contract

The Conditions of Contract to be used for all 'Traditional' Lump Sum Fixed Price Contracts shall be the General Conditions of Contract (AS 2124 – 1992) together with the Griffith University Amending Conditions of Contract Modifying the General Conditions of Contract (AS 2124 –

General Conditions of Tendering

1.00 In these conditions, unless the context otherwise indicates and requires, the following terms shall have the meanings respectively assigned to them;

'Principal' – Griffith University, Queensland 4111, a Body Corporate and Statutory Body within the meaning of the Financial Administration and Audit Act;

'Invitation' – The notice given to prospective Contractors indicating that Tenders for proposals will be received for the execution of work, supply of goods, equipment or services;

'Tender' – A response by a prospective Contractor to an Invitation;

'Conditions' – The General Conditions of Tendering as outlined in this document.

'Contract' – The agreement between the Contractor and the Principal for the execution of work or the supply of goods or the rendering of a service constituted by the;

Invitation
General Conditions of Tendering
Any Special Conditions of Tendering
GU Amending Conditions of Contract Modifying the Australian Standard General
Conditions of Contract (AS 2124-1992)
Specifications, Plans or Drawings (where applicable)
Griffith University Design Guidelines and Procedures (where applicable)
Schedule of Quantities and Prices or Rates (where applicable)
Tender
Letter of Acceptance
Any Orders placed

'Goods' – Includes materials, plant or equipment;

'Contractor' – A person, business, partnership or company who has entered into a Contract with the Principal to supply the goods or perform the services offered;

'State' – The Crown in right of the State of Queensland;

'Officer' – An officer or employee of the Principal, or any other person engaged by the Principal in relation to a Contract or any part thereof, or any of the employees of that person;

'Tenderer' – Shall apply equally to all and each of the persons, businesses, partnerships, or companies, or to any single individual making a Tender.

2.00 These conditions shall apply to traditional contracts, subject to any special conditions detailed in the Invitation.

3.00 Tenders shall close and shall thereupon be opened in accordance with these conditions at the place, on the day, date and time shown on the Tender documents.

Appendix A General Conditions of Tendering; and
Appendix B Form of Tender to these Conditions

6.00 Unless otherwise stated in the Invitation, Tenders shall:

be sealed

be endorsed on the front of the envelope with the Tender Name and Closing Date and
Time

not be accepted bycs-5.8(c5(nd.2(e).0027 Til.0027 .3(t) ors)74(d).8(b)-l.0027 .-5.8(c5tr)7.1(ben3(t)i-5.8(c5 m8(p)-6.an



Information as to the names of Tenderers and their prices may thereupon be supplied to the extent and in the manner determined by the Principal.

- 25.00** The Principal shall reserve the right to accept a Tender with minor departures from the specified mandatory requirements where, after taking all factors into consideration, it is considered this Tender provides the best solution.

The Principal shall not be bound to accept the lowest nor any tender.

No Tender shall be deemed to be accepted until advice in writing of acceptance thereof has been given to the Tenderer by the Principal.

- 26.00** Tenderers shall have the option to Tender new or enhanced goods, equipment or services during the evaluation period.

- 27.00** Unsuccessful Tenderers are entitled to full counselling and debriefing by the Principal.

- 28.00** No advertisement relating to the acceptance of any Tender shall be published in any advertising medium without the prior approval of the Principal.

- 29.00** All goods supplied shall be in new and unused condition and of recent origin unless the invitation specifies otherwise.

- 30.00** Packaging and labelling of all goods supplied and in particular poisons, drugs, chemicals, flammables, gases, volatiles, corrosives, explosives and goods of a dangerous nature, must comply with the provision of the relevant Acts and Regulations.

- 31.00** Invoices and delivery dockets, properly completed, stating order number and particulars of goods supplied, must be furnished at time of delivery.

General Conditions of Tendering Supplementary Information

The Project shall be known as:

Clause 6.00

The envelope enclosing the tender shall be marked:

Tender for:

Tenders by facsimile will not be accepted

Clause 7.00

The closing date and time for the receipt of the tender is:

/ /20 (day, month, year) 12:00 noon

at the
Office of Finance & Business Services
Sewell Building (N12), Griffith University, Nathan Campus, Queensland 4111

Clause 10.00

The Contract is a Lump Sum Fixed Price **not** subject to adjustment for Rise and Fall in costs.

General Conditions of Tendering Form of Tender

I / We, the undersigned, do hereby tender to provide all materials and labour and perform all works required in and about and in connection with the full and proper construction of –

strictly in accordance with the Tender Documents and subject to the General Conditions of Contract and the General Conditions of Tendering issued by the Principal at or for the bulk or lump sum of

Excluding GST	\$ _____
GST Component	\$ _____
TOTAL	\$ _____

Dated at

this _____ day of _____ 20____

Name of Company Tendering

Address

ABN Registration No

Builder's Licence No _____

Worker's Compensation Policy No. _____ Expiry Date _____

Minor Works Contract

FORM OF TENDER

I/We the undersigned, do hereby tender to Griffith University to provide all materials and labour and perform all works required in and about and in connection with the full and proper construction of -

Project No.:

Description of Works:

Campus:

This tender is strictly in accordance with the Tender Documents, and subject to the Griffith University Conditions of Tender & Conditions of Contract for Minor Works issued by the Principal for the Fixed Lump Sum of -

Tender Sum (excluding GST) \$.....

GST applicable 7fm

CONDITIONS OF TENDER FOR MINOR WORKS

- 1.0 Unless otherwise stated in the Invitation, the Tender shall be submitted in the format as supplied by the Principal, signed, fully priced where required and accompanied by any other documents such as technical data, required to be submitted. A Tender that does not comply with any requirement of the tender documents may be rejected.
 - 2.0 The tender documents shall comprise the Form of Tender, these Conditions of Tender and the Conditions of Contract for Minor Works, and such Specifications, Drawings and any other information issued by the Principal for the purposes of tendering and which may be inspected or
-

'Practical Completion' – When the work under the Contract is complete in accordance with the Contract except for latent or undiscovered defects and for minor omissions and defects which will not (and the rectification of which will not) prevent or impair the normal use and occupation of the Works.

'Principal' – Griffith University, Queensland 4111, a Body Corporate and Statutory Body within the meaning of the Financial Administration and Audit Act.

'Superintendent' – The Deputy Director (PD&C), Campus Life shall exercise the functions of the Superintendent under the Contract. The Superintendent shall have the power to nominate from time to time a Superintendent's Representative to exercise any of the powers, duties, discretions and authorities conferred on the Superintendent by the Contract.

'Work under the Contract' – The work which the Contractor is or may be required to execute under the Contract including any variations.

'Works' – The whole of the work to be executed and completed in accordance with the Contract, including all variations provided for by the Contract, which by the Contract is to be handed over to the Principal.

C02. Execution and Completion of Works

The Contractor shall undertake the Work under the Contract in accordance with the Contract and any drawings, specifications and other documents issued by the Principal to the Contractor under the Contract. Unless otherwise provided for by the Contract, the Contractor shall be responsible for all things, including items not expressly mentioned in the Contract, necessary for the satisfactory completion and performance of the work under the Contract. The documents forming the Contract shall be taken as mutually explanatory and anything contained in one but not in another shall be equally binding as if contained in all.

The Contractor shall comply with the requirements of legislation and public or other authorities affecting the Works, and unless otherwise specified shall unless otherwise specified pay all fees, give all notices and obtain all necessary consents.

C03. Assignment and Sub-contracting

The Contractor shall not assign or subcontract the Work under the Contract, or any part thereof or any payment thereunder without the prior written approval of the Superintendent. The Contractor shall not, without the prior written approval of the Superintendent, allow a subcontractor to subcontract the Work under the Contract. The Superintendent may, in its entire discretion and without giving reasons, reject any request for approval by the Contractor pursuant of this clause

C04. Workplace Health and Safety Act 1995

For the purpose of this clause the words 'Principal Contractor', 'construction workplace', 'serious bodily injury', 'work caused illness', 'work injury' and 'dangerous event' have the meanings assigned to them by the *Workplace Health and Safety Act 1995* ('the Act').

If the Work under the Contract is construction work performed at a workplace, upon acceptance by the Principal of the Contractor's tender:-

- (a) the Principal will appoint the Contractor to be the Principal Contractor pursuant to section 13 of the Act, regardless of the value of the Work under the Contract.
- (b) the Contractor shall accept the appointment and fulfil all requirements to effect that appointment prior to commencing any construction work; and
- (c) the Contractor shall be responsible for the performance of the functions of the Principal Contractor within the meaning of the Act and Associated Regulation in force under the Act; and
- (d) the Contractor shall consult with the Principal in relation to how construction work can be undertaken in a way that prevents or minimises all risks to health and safety.

The Contractor indemnifies the Principal against liabilities arising out of the Contractor's obligations under the Act or Regulations.

The Contractor shall notify the Superintendent of every work caused illness, work injury, serious bodily injury and dangerous event which occur on site as soon as possible but not later than twelve (12) hours after such occurrence.

the Contractor fails to comply with such a direction to carry out rectification work within the time stipulated, the Principal may have the rectification work the subject of the direction carried out by others at the Contractor's expense or may accept the work at a reduced value. The Principal may deduct the estimated cost of rectification work from payments until such time as the principal has incurred the cost of the rectification

C11. Time for Commencement

The Contractor shall commence work under the Contract within the time stated in the letter of acceptance and shall, unless otherwise permitted, give at least two (2) days' notice to the Superintendent prior to the commencement of work.

C12. Time for Completion

The Contractor shall execute the Works to Practical Completion by the Date for Practical Completion or within any extended time agreed by the Principal. The Contractor shall not be entitled to an extension of time for delays caused by it whether occurring before or after the time for

Superintendent fails to give a written decision on the dispute, or if either party is dissatisfied with the decision of the Superintendent the parties shall, within 14 days of the date of receipt of the decision, or the date upon which the decision should have been given, confer at least once to attempt to resolve the dispute.

C21. GST and PAYG

(a) *GST included in Price –*

Project Preliminaries for Minor Works Contracts

.01 General

These Preliminaries shall apply to any contracts involving the construction of new buildings, refurbishment of existing buildings, installation or upgrade of building services, site works including roadways and carparks, and site services.

.02 Terminology

The following terms and their associated meaning are used in this document:

Principal – Griffith University (GU)

Construction Authority – Campus Life (CLF)

Superintendent – The Deputy Director (PD&C), CLF or his nominated Representative

Contractor – The individual, firm, business or company whose tender for the works has been accepted by the University.

.03 Conditions of Contract

The 'Griffith University Conditions of Contract for Minor Works' dated August 2007.

.04 Conditions of Tendering

The 'Griffith University Conditions of Tender for Minor Works' dated August 2007.

.05 The Site

The works are located within the zone indicated on the Site Plan provide by CLF. Any additional site area for the use of the Contractor during construction must be approved by the Superintendent after appropriate consultation.

The Contractor must exert proper control on all persons engaged on the works, and restrict all

The Contractor is responsible to pay all customs and other charges, duties or taxes which may be payable on any imported materials, plant or equipment required to execute the Contract Works.

.08 Retention



Telecom service – The Contractor shall pay all costs for the installation, rental, calls and disconnection of any telephone and fax services that it requires.

Fire fighting equipment – The requirements of the BCA shall be complied with for the duration of the Works.

.14 Disruption to Services

Where there is a requirement to disconnect, divert or replace any existing service which will result in the disruption of service supply to any occupied spaces adjacent to but not included in the Contractor's site, the Contractor shall give adequate notification to the Superintendent of its need to disrupt the service to enable it to undertake Contract works.

The date, time and duration of a proposed disruption to service must be advised to, and approved by, the Superintendent not less than 48 hours prior to the proposed shutdown of the service. Failure to comply with this requirement may result in the application of penalties for any loss or damage incurred by affected parties resulting from the loss of a service without prior notification.

.15 Fences, Hoardings etc.

Site Fence – Before commencement of any construction activity, the Contractor shall erect a temporary fence to the perimeter of the site as agreed with the Superintendent and Campus Facilities Manager to comply with the requirements of the Workplace Health & Safety Act & Regulations, but not less than 1800 mm high. The fence must be maintained in good condition at all times and gates shall not be cut in the wire for pedestrian access other than in designated areas. Gates must be locked when there is no construction activity on site. The fence construction and location must be suitable to prevent any exposure to construction site risks to all pedestrian and vehicular traffic passing the site.

Hoardings – The Contractor shall erect temporary hoardings, barricades etc as required by the relevant Australian Standard or regulations to ensure the safety of all persons and vehicles either on or adjacent to the site.

Signs – The Contractor shall provide all safety signage on the fence or hoardings as required by the WH&S Regulations. Signage necessary to direct deliveries to the site shall not be erected

Griffith University employs a master key system for all door locks. The Contractor shall be responsible for any keys issued to it for access, and shall be liable for the replacement of keys lost or not returned to the Principal. The Contractor shall also be liable for the replacement of all lock barrels affected by the loss or non-return of keys.

.18 Workplace Health & Safety

The Contractor is appointed the Principal Contractor within the meaning of the Workplace Health and Safety (WH&S) legislation. The Contractor must fulfil the obligations of the Principal Contractor as set out in the legislation.

The Contractor shall be responsible to pay all penalties, costs and expenses which may be incurred by the Contractor as the Principal Contractor in respect of offences committed or alleged to be committed under the provisions of the WH&S legislation.

The Contractor must appoint a Workplace Health and Safety Officer in accordance with the WH&S legislation, and shall provide details of the appointed officer to the Superintendent prior to work commencing on the site.

The Contractor must ensure that a record is maintained of all incidents that occur in connection with the Contractor's Project, and must ensure that the record is available to the Superintendent if requested.

The Contractor must ensure that all notifiable incidents that occur on the work site are reported to the Superintendent as soon as possible after the incident and at the time of notifying the Department of WH&S. The Contractor must conduct a detailed investigation of any notifiable incident that occurs, and must also conduct an investigation into any other incident if requested by the Superintendent. The Contractor must provide the Superintendent a copy of the Incident Investigation Report within two (2) weeks of the incident date, including actions taken by the Contractor to prevent similar incidents occurring in the future.

The Contractor must ensure that a WH&S Construction Plan is developed for the project, which identifies, assesses, and controls all likely construction hazards and risks for the work site at all stages of the project as per the WH&S legislation. The Plan must be submitted to the Superintendent for review and comment by the CLF WH&S Coordinator, and any reasonable requirements raised by the Coordinator shall be incorporated into the Plan.

The Contractor must ensure that the WH&S Plan for the project, including each Sub-Contractors WH&S Plan, is updated as the project proceeds and as additional hazards or health and safety risks are identified. The updated Plan will be audited periodically by the CLF WH&S Coordinator.

For all plant installed as part of the works that is registrable under the WH&S legislation, the Contractor must ensure that a Plant Registration form is completed and lodged with the

Superintendent prior to the date of Practical Completion. The Principal will be responsible for undertaking the plant registration with the Division of Workplace Health and Safety and for paying all associated fees.

The Superintendent will provide the Contractor with any GU specific WH&S information, policies and procedures including the requirement for campus work permits when work is being performed outside the site fence. The Contractor must ensure that all persons working on the site are aware of this information. The Contractor shall include the said information in the Contractors Site Specific Safety Induction for all persons working on the construction site.

.19 Temporary Roads, Crossings, Loading Zones etc.

The Contractor is responsible for the construction of any temporary roads, footpaths or kerb crossings that it may require to access the site, and shall remove same and reinstate to original condition on completion of the works.

If a loading zone is required on a public road to service the project, the Contractor is responsible for obtaining all permits from the relevant authority and paying all associated fees.

GU has developed a Waste Minimisation Plan template and this must be completed prior to the Contractor commencing work on the site.

The Contractor must not dispose of any material in a manner contrary to the provisions of the Waste Minimisation Plan, or an amended version of the plan, lodged in accordance with the provisions of this Clause without first obtaining prior written approval from the Superintendent.

Storage of hazardous substances or Dangerous Goods on site should be minimised. Where required, storage of such materials shall comply with Qld WH&S or Dangerous Goods/Emergency Services legislation.

Hazardous or volatile materials must not be stored under or around trees to avoid accidental contamination of ground through leaks and spills or escalation of fire events in the event of ignition of the materials.

Waste oil, paint, solvents, soaps, detergents etc. shall not be dumped on site or emptied down stormwater systems as per EPA legislation.

The cleaning of wheelbarrows, cement mixers, buckets, containers or brushes is to be controlled so that no contaminant enters the stormwater or sewerage system or the natural environment.

.25 Environmental Site Management Generally

GU is keen to ensure that the development of its campuses has been carried out to a predetermined plan, taking note of environmental issues and ensuring that construction activities do not impinge unnecessarily on the natural environment.

GU places considerable emphasis on the preservation of the natural features and the natural flora on each campus. All Contractors and their Subcontractors and employees are required to observe the GU strict requirements set out in the Clauses of this Section to ensure that the forest is protected from damage, creeks are not polluted, wildlife is not disturbed and soil erosion is prevented.

Under no circumstances must a fire be lit on campus.

.26 Protection of Fauna & Flora

The following apply on all campuses:

Particular attention is to be paid to protection of flora and fauna on the campus. The extent of the site shall be surveyed, pegged and clearly delineated before any site clearing takes place. Fences shall be erected before clearing.

Under no circumstances are any trees, plants, shrubs etc. outside the fenced area to be disturbed, chopped down or removed. Any trees within the fenced area which have been designated for retention are to be protected.

A penalty of \$500 per tree shall apply to any Contractor or subcontractor for damage done to any tree specifically designated for retention or in any case where the tree has a girth of 300 mm or more at a height of 750 mm above the ground, whether the tree is inside or outside the fenced area. A similar penalty applies to any Xanthorrhoea irrespective of size.

Any animals including possums, snakes, goannas, birds and bees found in the area shall not be injured. If necessary, the University will assist with the relocation of these animals outside the fenced area.

Domestic animals are not permitted on campus at any time, except guide dogs accompanied by their owners.

The protection of flora by ensuring the ongoing eradication of weeds during site works.

.27 Red Imported Fire Ants (RIFA) *Solenopsis invicta*

Contractors and subcontractors are to ensure that if landscape and building materials and

The high risk items that may impact on GU may include:

- Soil and mulch,
- Equipment used for moving soil, products and associated materials,
- Potting Mix, pots and plants,
- Baled hay or straw,
- Landscaping and construction materials, and
- Any materials that have come into contact with RIFA infested ground.

All high risk items purchased from businesses within the treatment zone or which are sourced, or originate from within the treatment zone, are to be assured, certified or guaranteed in writing to be visually free of RIFA by that supplier.

All vehicles, machinery, plant and equipment that have been used to transport any high risk items are to be thoroughly cleaned before entering GU property. This may be done by wash down, brush down, high pressure pneumatic cleaning or physical removal of materials that may harbour RIFA.

Contractors and subcontractors are to notify the Department of Primary Industries (13 25 23) within 24 hours if suspect RIFA or ant nests are found as per legislation.



GRIFFITH UNIVERSITY

AMENDING CONDITIONS OF CONTRACT
MODIFYING THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT
AS 2124 - 1992

for use on Griffith University projects.

November 2007

- (d) Five alarm mode (i.e. the occurrence of a fire alarm during the normal automatic mode which is to be demonstrated as for (c) above).
- (e) The various after hours call up operational mode (i.e. single floor after hours air conditioning and the like).
- (f) The manual call up modes (i.e. the start up on each engineering services installation as a whole on a manual basis).
- (g) The manual call up of major equipment items e.g.:
 - each air handling point
 - each chiller set
 - each standby generator set
- (h) The operation of the Building Management System in all of the modes listed above and the interfacing with all other systems nominated in the documents. This shall include all required formats for screen and printouts.
 - The above operational modes shall be demonstrated in the order nominated.
 - Notwithstanding the normal warranty/performance guarantees the whole of the engineering services systems shall operate in unison and in a normal automatic mode for seven consecutive days to demonstrate that satisfactory operation can be maintained before the installation can be considered to have attained practical completion. (Note: This shall be performed after the above operational modes have been satisfactorily demonstrated.)
 - Failure to satisfy the above shall not be deemed to be a defect to be rectified after Practical Completion.
 - The Principal will not be liable for any fuel, energy or other costs incurred to demonstrate performance achievement of engineering services.

"Working day" means a calendar day excluding Saturdays, Sundays, Statutory or Public Holidays and other non working days as provided under the relevant industrial award.

"Adjusted Contract Sum" means the Contract Sum adjusted to include all agreed Variations pursuant to Clause 40

CLAUSE 3 NATURE OF CONTRACT

ADD new subclause 3.4 as follows:

3.4

CLAUSE 5 SECURITY RETENTION MONEYS AND PERFORMANCE UNDERTAKINGS

Clause 5.2 Provision of Security

The Formal Instrument of Agreement when required shall be in the form included in the Contract (if any).

ADD new subclause 6.3 as follows:

6.3 Collusive Arrangements

The Contractor warrants and represents to the Principal and agrees with the Principal that it is a condition precedent to the agreement between itself and the Principal that:

- (a) it had no knowledge of the tender price of any other tenderer for the work under the Contract at time of its submission of tender;
- (b) except as disclosed in its tender, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other tenderer in relation to this tender or any contract to be entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account;
- (c) except by prior agreement with the Principal it has not paid or allowed or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer nor received any money or allowance from or on behalf of any other tenderer in relation to its tender or this contract entered into consequent thereon, nor will it pay or allow or receive any money as aforesaid;
- (d) in the event of the Contractor paying or allowing to or on behalf of a trade or industry association or another tenderer any money in breach of these conditions, such money shall be held on trust for and become immediately payable to the Principal. The Principal shall be entitled to withhold from any payment due to the Contractor on any account an equivalent sum as

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DELETE the following words from Clause 8.7:
"which approval shall not be unreasonably withheld."

CLAUSE 9 ASSIGNMENT AND SUBCONTRACTING

No amendments.

CLAUSE 10 SELECTED AND NOMINATED SUBCONTRACTORS

DELETE Clause 10.5 of the General Conditions of Contract.

CLAUSE 11 PROVISIONAL SUMS

No amendments.

CLAUSE 12 LATENT CONDITIONS

DELETE Clause 12 of the General Conditions of Contract and *SUBSTITUTE* the following:

12 LATENT CONDITIONS

12.1 No Warranty

- (b) examined all information relevant to the risks, contingencies and other circumstances which could affect its offer for the Works and which the Contractor could have obtained by making detailed enquires;
- (c) visited and examined the site and its surroundings and informed itself fully as to the physical conditions or obstructions upon and below the surface of the site, and the local conditions, including but not limited to, climatic and hydrologic at near or relevant to the site, or any other condition or characteristic of the site affecting or which may affect its performance of the Contract and obtained all necessary information as to risks, contingencies and other circumstances which could have an effect on the performance and cost of executing the Works;
- (d) informed itself completely of the nature of the work and materials necessary for the execution of the Works and the means of access to and facilities at the site and transport facilities for deliveries to or from the site;
- (e) informed itself as to the availability and cost of labour including, without limitation, the costs of complying with obligations imposed by any agreement between the relevant building industry unions and employers relating to the execution of construction and building work nationally and in the State or Territory in which the Works are situated and the materials required;
- (f) satisfied itself as to the correctness and sufficiency of its tender for the Works and that the tender covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract;
- (g) informed itself of the requirements of any Governmental Body or Authority in relation to the Works generally and, without limiting the generality of the foregoing in relation to measures necessary to protect the environment from any adverse effect or damage arising from execution of the Works; and
- (h) obtained all appropriate professional and technical a1-6.5(e).7(o).3(n)8()-7.1 allaafs and

- (iii) the Contractor shall, in respect of the Works to be executed under the Contract, be responsible for the performance of the functions and obligations of the Principal Contractor within the meaning of the Act and Regulations in force under the Act.

Such appointment as Principal Contractor under the Act shall be in force during the continuance of the Contract unless sooner revoked by the Principal giving twenty-one (21) days notice in writing to the Contractor of its revocation or by the Principal taking over or cancelling the Contract pursuant to any provision of the Contract or according to Law.

The Contractor shall indemnify and keep indemnified the Principal against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act or Regulations.

The Contractor shall notify the Superintendent of every work caused illness or work injury and of every serious bodily injury which occurs on site as soon as possible but no later than twelve (12) hours after such occurrence.

CLAUSE 35 TIMES FOR COMMENCEMENT AND PRACTICAL COMPLETION

INSERT after the words "the claim is based," on the fourth line of the third paragraph of Clause 35.5 the following:

explanation and supporting evidence of how the critical activities on the program have been affected by the delay and the steps which the Contractor has taken and will take to alleviate and otherwise deal with the delay,

DELETE Sub-clauses 35.5 (b) (ii) and (vi).

REPLACE the full stop at the end of the sixth paragraph of Clause 35.5 with a semicolon and *ADD* the following:

delays that do not affect activities on the critical path of the construction programme or revised construction programme under Clause 33 current at the time the cause of the delay arose.

DELETE Clause 35.8.

CLAUSE 36 DELAY OR DISRUPTION COSTS

CLAUSE 37 DEFECTS LIABILITY

ADD to Clause 37:

The Contractor shall allow for the performance of regular preventative maintenance and servicing of the works during the period of the defects liability period. Such maintenance shall be in accordance with the manufacturer's instructions and the requirements of the Workplace Health and Safety Legislation, Australian Standards or other applicable regulations, legislation or advisory standards. With respect to any mechanical or electrical service, fire alarms, hydraulic systems, lifts etc, maintenance shall be carried out not less frequently than monthly. The Contractor shall provide a maintenance service schedule for all equipment for the first 12 months.

A written report shall be provided to the Principal through the Campus Facilities Manager immediately after each monthly service is performed. The report shall detail all work done.

DELETE the following clause: **CLAUSE 38 TIME FOR COMPLETION**

written evidence shall be taken into account. Off-site overheads and profit shall be applied at the rates stated in Annexure A;

- (d) in determining the deduction to be made for work which is taken out of the Contract, the deduction shall include an amount for profit and off-site overheads of 5% of the price of the variation otherwise;
- (e) if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge under Clause 14.3, the value shall be the actual increase or decrease or the actual amount of the new fee or charge without regard to off-site overheads or profit;
- (f) if the valuation relates to extra costs incurred by the Contractor for delay or disruption, the valuation shall include the actual cost incurred for on site overheads and an amount calculated at the rate in Annexure A for off-site overheads substantiated by written evidence but shall not include profit or loss of profit;

DELETE

amount not less than the amount shown in the Certificate as due to the Contractor or the Principal as the case may be.

Despite any other provision of the Contract, the principal shall not be obliged to pay the Contractor, or the Contractor pay the Principal, any amount certified by the Superintendent as due to the Contractor or due to the Principal, as the case may be, until five (5) business days after the Contractor provides to the Principal, or the Principal provides to the Contractor as the case may be, a Tax Invoice in respect of the claim for payment.

In respect of claims for breach of Contract, within 10 working days after issue by the Superintendent of the relevant payment certificate, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, an amount not less than the amount shown in the certificate as due to the Contractor or to the Principal as the case may be.

A payment made pursuant to this Clause shall not prejudice the right of either party to dispute under Clause 47 whether the amount so paid is the amount properly due and payable and on determination (whether under Clause 47 or as otherwise agreed) of the amount so properly due and payable, the Principal or Contractor, as the case may be, shall be liable to pay the difference

DELETE from subclause 44.3 (d) the words and punctuation:

"(which time shall not be less than 6 clear days after the notice is given to the Contractor)"

DELETE Clause 44.10 and *INSERT* in lieu the following:

44.10 Rights of the Parties on Termination

If the Contract is terminated under Clause 44.4 (b) or Clause 44.9 or under any other provision of the Contract it shall be deemed terminated as from the date when notice of termination in writing is served upon the relevant party.

The parties shall abide by the Adjudicator's decision until at least Practical Completion has been reached after which either party may refer the matter to arbitration or litigation.

ADD to the first line of Clause 47.3 after the words "who shall be", the words "agreed by the parties or failing agreement within fourteen (14) days after reference of the dispute to arbitration".

CLAUSE 48 WAIVER OF CONDITIONS

PART `A'

ANNEXURE to the Australian Standard General Conditions of Contract.

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.

The law applicable is that of the State or Territory of: (Clause 1)	Queensland
Payments under the Contract shall be made at: (Clause 1)	Griffith University Nathan, Brisbane, QUEENSLAND
The Principal: (Clause 2)	Griffith University
The address of the Principal:	c/- Director, Campus Life, Griffith University, NATHAN QLD 4111
The Superintendent: (Clause 2)	Deputy Director (PD&C), Campus Life, Griffith University, NATHAN QLD 4111
The address of the Superintendent:	Campus Life, Facilities Management Building, Griffith University, NATHAN QLD 4111
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	The lower and upper limits are 75% and 125% respectively of total stated contract quantity
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 1
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Not Applicable
Contractor shall provide security in	The amount provided by Clause 5.2 of the

(Clause 35.2)

Liquidated Damages per day:
(Clause 35.6)

Limit of Liquidated Damages:
(Clause 35.7)

Bonus per day for early
Practical Completion: Not Applicable
(Clause 35.8)

Limit of bonus: Not Applicable
(Clause 35.8)

Extra costs for Delay or Disruption: Not Applicable
(Clause 36)

The Defects Liability Period: Twelve (12) months
(Clause 37)

Percentages for off-site overheads or
profit: Off-site overheads 3%
(Clauses 40.5 (c) and (f)) Profit 4%

The Charge for overheads, profit, etc.
of Daywork: In respect of Clauses 41(a), 41(b), 41(c) and
(Clause 41(f)) 41(e) - 10% and in respect of Clause 41(d) -
5% of the value otherwise

Times for payment claims: At a date to be mutually agreed but not less
(Clause 42.1) than 30 days after acceptance of the tender and
thereafter at monthly intervals unless otherwise
permitted by the Principal

Unfixed plant and materials for which
payment claims may be made
notwithstanding that they are not
incorporated in the Works: Lifts or any equipment requiring a pre
(Clause 42.1) payment or deposit

Retention Moneys on:
(Clause 42.3)

- (a) Work incorporated in the Works and any work items for which a different amount of retention is not provided, 10% of the value until 5% of the Adjusted Contract Sum is held;
- (b) items on Site but not yet incorporated in the Works, 100%;
- (c) Items off Site but in Australia, 100%;
- (d) Items not in Australia, 100%;
- (e) disbursements incurred by the Contractor or customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract, 100%.

Unfixed Plant or Materials - the
alternative applying: Alternative 1
(Clause 42.4)

The rate of interest on overdue
payments: Interest at the rate of a judgement debt
(Clause 42.9)

The delay in giving possession of the
Site which shall be a substantial
breach: Three (3) months
(Clause 44.7)

Dispute Resolution - the alternative
applying:
(Clause 47.2)

Not applicable

The person to nominate an arbitrator:
(Clause 47.3)

Director, Campus Life,
Griffith University, NATHAN QLD 4111

Location of arbitration:
(Clause 47.3)

BRISBANE

Contract to be subject to Adjustment
for Rise and Fall in Costs:
(Clause 49 and Annexure 2)

No

PART `B'

ANNEXURE to the Australian Standard General Conditions of Contract.

NOTE: This table 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:

Clauses DELETED include:

Clause 10.5	- Direct Payment of Nominated Subcontractor
Clause 14.2	- Payments where there is no Variation
Sub-clause 35.5(b)(ii)&(vi)	-
Clause 35.8	- Bonus for Early Practical Completion
Clause 47.2	- Further Steps required before Proceedings

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

Clauses amended include:

Clauses 1, 2, 5.2, 5.3, 5.10, 6.2, 7, 8.1, 8.4, 8.7, 12, 14.3, 23, 27.2, 30.1, 30.2, 30.5, 32, 33.2, 35.5, 37, 40.2, 40.5, 42.1, 42.8, 42.10, 44.2, 44.3, 44.10, 47.2 &, 47.3.

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

Clauses added including in respect of Clauses 3.4, 6.3, 14.5, 27.6, 29.4, 44, 49, 50 & 51.