



Administration manual for AS 4000—1997
General conditions of contract

HB 140—2000

*Administration Manual
for AS 4000—1997*

General conditions of contract

Internal Use Only

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Standards Australia

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Preface

AS 4000–1997 in many respects breaks new ground in the way that general conditions of contract are prepared by Standards Australia. AS 2124–1992 its predecessors and the suite of contracts derived from them, have traditionally not only set out the obligations of the parties to each other, i.e. what each party is to do under the contract but also *how* they are to do it. This no doubt is due to having as their antecedent, contract conditions developed originally by the Institution of Engineers Australia in the mid-1920s.

The OB/3 Committee responsible for the preparation of general conditions of contract, has broken new ground with AS 4000–1997 by seeking to remove from the contract conditions themselves, much of the administrative procedure concerning a project governed by that set of contract conditions. One immediate benefit is that AS 4000–1997 has less than half the words than contained in AS 2124–1992. This also should make administration of the contract easier especially as the options and alternatives contained in AS 2124–1992 are now transferred to the Annexure which in itself makes the Annexure a far more user-friendly document.

This fundamental change of style has made this Handbook an important supplementary tool to AS 4000–1997. Consequently whilst this Manual is titled a Handbook, it is far more extensive and provides much more guidance to the users of AS 4000–1997 than Handbooks prepared for earlier forms of Standards Australia's contract conditions.

Acknowledgements

I must sincerely thank Brian Farmer of Capital Insight, Sydney, the Chairman of the OB/3 Committee who has had the thankless task of proofreading and correcting the earlier drafts of this Manual. His suggestions and advice have contributed greatly to the substantial improvements to the Manual compared with my earlier efforts.

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John L Pilley
June 2000

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CHAPTER I

*When and how to use AS 4000–1997***I.1 The head contracts in the AS 4000 suite of contracts****a) Construct only contracts**

AS 4000–1997 is intended for use as General conditions of contract primarily for construct only projects of a major nature.

AS 4000–1997 can be used when payment is to be made by way of lump sum or by way of a schedule of rates or a combination of both.

AS 4000–1997 has provision for a bill of quantities which may be used as part of the Contract (Alternative 1 of subclause 2.2) or not as part of the Contract (Alternative 2 of subclause 2.2). Alternative 2 of subclause 2.2 also provides that a bill of quantities not forming part of the Contract may nevertheless be priced if that is required.

AS 4000–1997 also provides for selected contractors (see subclauses 9.3 and 9.4) and for novation by the Principal of a prior subcontract to the Contractor (see subclause 9.4).

AS 4000–1997 requires administration by a Principal-appointed Superintendent who may appoint Superintendent's Representatives.

b) Design and construct contracts

AS 4000–1997 is generally not suitable for use where the project requires the Contractor to both design and construct the project. AS 4902–2000 *General conditions of contract for design and construct* is the appropriate Standard. That Standard caters for situations where the Principal provides only a 'brief' (in that Standard called the Principal's project requirements), with or without a preliminary design.

c) Supply of equipment, etc., contracts

AS 4000–1997 is generally not suitable for the supply and installation of major items of equipment. If this delivery system is required, Australian Standard AS 4910–2000 *General conditions of contract for the supply of equipment with installation* should be used.*

AS 4000–1997 is not suitable for the supply of equipment without installation. If this delivery system is required, Australian Standard AS 4911–2000 *General conditions of contract for the supply of equipment without installation* should be used.†

Where delivery or supply of equipment or goods is required on a long term basis, AS 4912–2000 *General conditions of contract for periodic supply of goods* should be used.

* See note (1) on page 6 of this Manual.

† See note (2) on page 6 of this Manual.

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