

**<#GBC\_CONTRACT.CONTRACT\_NAME>**

**CONTRACT**

**CONTRACT NO:** **<#GBC\_TENDER.CONTRACT\_NO>**

**CONTRACT VOLUME: 1**

**CONTRACT DOCUMENTS**

**Bound into this document:**

#### Contract Volume 1: Contract

Frontispiece

Formal Instrument of Agreement

Recital and Preamble

Letter of Acceptance of Tender

Superintendent’s administration letter and attachments

Post tender correspondence

Contractor’s tender (revised)

Addenda

South Australian Industry Participation Policy (Standard) Plan

South Australian Industry Participation Policy (Standard) Report Template

MDW-12 Conditions of Contract for Medium Works

Annexure to MDW-12 Conditions of Contract for Medium Works

#### Contract Volume 2: Specification

#### Separate documents:

Drawings

Code of Practice for the South Australian Construction Industry

#### INFORMATION DOCUMENTS

**Bound into this document:**

Other documents included with tender documents

#### Separate documents:

Hazardous Materials inspection report, management plan and register

Other documents included with tender documents

**CONTRACT**

**BETWEEN:**

**MINISTER FOR TRANSPORT AND INFRASTRUCTURE**

#### (“the Principal”)

**AND**

**<#GBC\_TENDER.AWARDED>**

#### (“the Contractor”)

#### FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made date day of Month 2010

BETWEEN:

The MINISTER FOR TRANSPORT AND INFRASTRUCTURE (‘the Principal’) a body corporate pursuant to the Administrative Arrangements Act, 1994 whose office is situated at Level 12 Roma Mitchell House, 136 North Terrace, ADELAIDE SA 5000.

AND:

<#GBC\_TENDER.AWARDED> (ACN number) (‘the Contractor’)

IT IS AGREED that the Tender, Acceptance of Tender, General Conditions of Contract, Specification, Drawings and other documents to which reference may properly be made in relation to <#PROJECT.PROJECT\_NAME>, <#GBC\_TENDER.CONTRACT\_NO>, at the lump sum of in words Dollars ($ ) shall together comprise the contract between the parties AND if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

THE COMMON SEAL of the MINISTER FOR )

TRANSPORT AND INFRASTRUCTURE was affixed )

hereto by authority of the Minister in the presence of: )

..................................…...............................…………..

Authorised Officer

THE COMMON SEAL of <#GBC\_TENDER.AWARDED> )

(ACN number) was affixed hereto in the presence of: )

 )

......................................…...........................…………..

Director

........................................…........................…………..

Director/Secretary

#### RECITAL

The Minister for Transport and Infrastructure enters into this Agreement as the party with whom the contractual rights and obligations lie.

For the internal purposes of the State the Minister will deliver the project for the benefit of the State and in particular for the benefit of theMinister of lead agency portfolio.

However, nothing in this Agreement imposes any legal obligations on or vests any legal rights in theMinister of lead agency portfolio.

# PREAMBLE

The Department of Planning, Transport and Infrastructure (DPTI) provides asset, risk and project advice and management to the South Australian Government and its agencies and facilitates the interface between Government and the building and construction industry.

In partnership with the building industry DPTI strives for excellence in the delivery of its projects to the South Australian community.

The Contractor contracts to construct the works and to manage the sub-contractors while liaising with the Principal, Principal’s professional service contractors and all other relevant stakeholders in return for a Contract Price.

This project is being delivered for the <#Project.Lead\_Agency>. The lead agency wishes to work as a team with DPTI, the Contractor and the appointed professional service contractors to achieve project objectives particularly completion to specified quality, program and budget.



**<#GBC\_CONTRACT.CONTRACT\_NAME>**

**SPECIFICATION**

**CONTRACT NO:** **<#GBC\_TENDER.CONTRACT\_NO>**

**CONTRACT VOLUME: 2**