Schedule of Contractual authorities  
(GC21 Edition 2 Contracts)

**updated February 2014 for GC21 Edition 2**

## GC21 Ed2 contracts - General Conditions of Contract

Refer to the contract management notes on ProcurePoint regarding use of these authorities. Comments referring to Principal assume a Client as Principal

| **Clause title** | **Clause No** | **Authority of Authorised Person (AP), (subject to Principal’s approval as noted)** | **Principal’ approval required?** | **Comments or restrictions** |
| --- | --- | --- | --- | --- |
| **Roles and relationships** | | | | |
| Authorised persons | 2.1 | Object to person appointed | No |  |
| 2.2 | Appoint or change the appointment of the *Principal’ s Authorised Person* | Yes |  |
|  |  |  |
| Inform the Contractor of the name of person or change | No |  |
| 2.4 | Advise the Contractor of the delegation of powers by the *Principal’ s Authorised Person* | No |  |
| Co-operation | 3 | Agree to changes in the rights and responsibilities in the Contract | Yes | See also 7.3 |
| Early warning | 5.1 | Inform of anything likely to affect time, cost or quality | No | Inform the Principal |
| Investigate how to avoid or minimise any adverse effect on the Works |
| Evaluation and monitoring | 6.1 | Meet regularly to evaluate and monitor performance | No |  |
| 6.2 | Decide on participation by others in evaluation and monitoring meetings | No | Inform the Principal |
| **The Contract** | | | | |
| The Contract | 7 | Determine that a *Deed of Contract Agreement* is to be signed instead of a letter of award | Yes |  |
| Sign a *Deed of Contract Agreement* | Not AP role | Principal to arrange |
| 7.3 | Agree in writing to amend or waive any of the terms of the Contract | Yes | See also 3 |
| 7.4 | Give Contractor the *Principal’ s Documents* | No |  |
| 7.5 | Request Contractor to execute Deed of Contract | Yes |  |
| Return executed copy to theContractor | No |  |
| Scope of the Works - Temporary Work and work methods | 8.8 | Instruct the Contractor to use a particular work method or perform particular *Temporary Work* | Yes | Unless agreed in writing no additional cost or time |
| Determine whether extra costs incurred by the Contractor are directly caused by a Principal’s instruction to use a particular work method or perform particular and are necessary and unavoidable | Yes |  |
| Assignment | 9 | Consent in writing to assignment by the Contractor | Yes |  |
| **Statutory and Government Requirements** | | | | |
| Statutory Requirements | 12.1 | Pay notices and imposts under the Contract | Not AP role | Advise Principal to make payment |
| 12.2 | Request the Contractor to give the Principal all original documents issued by authorities or providers of services | No |  |
| Codes of Practice and Implementation | 13.14 | Direct the Contractor on course of action following a change advised by the Contractor that may affect the Code of Practice for Procurement or Code of Practice for the Building and Construction Industry | Yes | Principal to advise |
| No Collusive arrangements | 14..2 | Withhold, deduct, set off or make a demand against the *Undertakings* from any payment due to the Contractor a sum equivalent to money paid to or on the behalf of a trade association, industry association, or other tenderer. | Yes | Principal to advise |
| Compliance with NSW Government Requirements | 15.3 | Request the Contractor to demonstrate that it has met and is meeting its obligations for WHS, Workplace Relations, Quality Management, Environmental Management, Training Management and Aboriginal Participation., | No |  |
|  | 15.4 | Carry out review, surveillance or audit of the Contractor’ s procedures and conformance with contractual quality management requirements | No |  |
| Authorisation to release and use information | 19.1 | Make information concerning the Contractor available to other NSW Government authorities | No | Inform the Principal |
| 19.2, 19.3 | Consent in writing to any press release, advertisement or publication in any media of any information concerning the Contract, the Principal or the Works | Yes |  |
| Written consent to any response for media enquiries concerning the Contract, the Principal or the Works | Yes |  |
| Written consent (through the Contractor) for Consultants, Subcontractors and Suppliers, to respond to enquiries or publish | Yes |  |
| Long Service Levy | 20.2 | Request the Contractor to provide documentary evidence of payment of the levy | No |  |
| Registration and licences | 21.3 | Request the Contractor to provide documentary evidence of compliance with registration and licences obligations | No |  |
| **Management duties** | | | | |
| Time management | 22.7 | Request the Contractor to demonstrate that it is achieving *Scheduled Progress* | No |  |
| 22.8 | Instruct the Contractor to take all reasonable steps to achieve Scheduled Progress | No |  |
| 22.1 | Advise the Contractor that a program submitted with its tender shall be the contractual program | No |  |
| 22.5 | Object to, or notify non-compliance of a program | No |  |
| Direct the Contractor to update and resubmit the *Contract Program* | No |  |
| 22.2.8 | Determine the form and detail required for the *Contract Program* and notify the Contractor | No |  |
| 22.2.7 | Request the Contractor to provide the *Contract Program* in electronic form if specified | No |  |
| Care of people, property and the environment, indemnities and limitations | 26.2 | Determine that urgent action is required to avoid death, injury, loss or damage | No |  |
| Request the Contractor to take necessary action |
| Determine whether the Contractor has taken necessary action |
| Take urgent action as required to avoid death, injury, loss or damage | Inform the Principal |
| Insurance | 27.1 | Make available policies of insurance taken out by the Principal | No |  |
| 27.11 | Request the Contractor to supply proof that all insurance policies required under the Contract are current | Yes |  |
| 27.13 | Notify objections to an insurer or condition of a policy | No |  |
| 27.14 | Effect and maintain insurance and pay the necessary premiums | Yes |  |
| Recover from the Contractor the cost of the premiums and the Principal’ s reasonable costs of effecting and maintaining the insurance. | No |  |
| 27.16 | Decide to have the Works reinstated, or decide not to proceed with the Works | Yes |  |
| 27.16 | Instruct the Contractor to reinstate the Works | No | Inform the Principal |
| **Subcontractors, Suppliers and Consultants** | | | | |
| Engaging Subcontractors | 29.2 | Request the contractor to provide unpriced copies of Subcontracts and the names and addresses of Subcontractors | No |  |
| Object to any proposed subcontractor | No | Inform the Principal |
| 29.4 | Instruct the Contractor to take a novation of specified contracts | Yes |  |
| **Starting** | | | | |
| Start-up workshop | 32.1 | Convene a start-up workshop in accordance with the Contract | No |  |
| 32.2 | Decide, with Contractor, on attendees in start-up workshop | No |  |
| Security | 33.2 | Make or intend to make a demand against any Undertaking | Yes |  |
| Return Undertakings to the Contractor | Yes |  |
| 33.4 | Agree to a proportionate reduction in the level of security held | Yes |  |
| 33.5 | Acceptability of undertakings | Yes | See also 61.1.2 |
| 33.6 | Make demand against the *Undertakings* | Yes |  |
| Site access - Possession of the Site | 38.1 | Give the Contractor possession of the Site | Yes | Determine from the Principal any constraints |
| Site access | 34.3 | Require the Contractor to permit or arrange access to the Site and premises | No |  |
| Engagement of and role of Valuer | 35.1.1 | Agree in writing on a Valuer | No |  |
| Failing agreement with Contractor, request the person named in Contract Information to select the Valuer | No |  |
| 35.2 | Engage a Valuer jointly with the Contractor | Yes |  |
| **The Site** | | | | |
| Site Conditions | 37.4 | Request the contractor to provide further information relating to *Site Conditions* | No |  |
| 37.5 | Notify Contractor whether it agrees that an adverse *Site Condition* exists | No |  |
| 37.6 | Deal with a effects including any *Variation* instructed or agreed as a result of *Site Conditions* | No | Inform Principal |
| **Design** | | | | |
| Faults in Contract Documents | 38.2.. | Resolve any Faults in the Contract which are notified by the Contractor to the Principal for resolution | Yes |  |
| 38.3 | Adjust the *Contract Price* by the difference in costs agreed or valued | Yes |  |
| 38.3.1 | Instruct a Variation due to a Fault in the *Principal’ s Documents* | Yes | See also 44.2 |
| Design by Contractor and Contractor’ s Documents | 39.6 | Give written approval to change the Principal’ s design in the *Principal’ s Documents* | Yes |  |
| Submitting Contractor’s Documents | 40.2 | Respond to the Contractor about the *Contractor’ s Documents* | No |  |
| 40.3 | Object to the *Contractor’ s Documents*, and discuss objections with the Contractor | No |  |
| Innovation | 41.3 | Consider a Contractor’ s innovation proposal | Yes |  |
| 41.2 | Accept the proposed innovation changes subject to conditions | Yes |  |
| 41.5 | Assess the reduction in costs of the Works to the Contractor and Subcontractors and Suppliers for the calculation of savings to be shared by the Contractor and the Principal | No |  |
| **Construction** | | | | |
| Setting out the Works and survey | 42.2 | Provide additional information relating to setting out the Works if requested by the Contractor | No |  |
| 42.3 | Respond to the Contractor about any error | No |  |
| 42.2 | Instruct the Contractor regarding necessary rectification work | No |  |
| 42.5 | Agree in writing that certain matters can be excluded from the survey | No |  |
| Object to a survey by a person other than a registered surveyor | No |  |
| Testing | 44.1 | Witness tests | No |  |
| 44.2 | Instruct the Contractor at any time to *Test* any part of the Works | Yes |  |
| 44.3 | Pay for tests instructed if results show full compliance with the Contract | Yes |  |
| Defects | 45.2 | Issue a *Defect Notice* instructing the Contractor to make good specified *Defects* within a given period | No | See also 71.1 |
| 45.3 | Have Defects made good by others | No |  |
| Deduct cost from the Contract price | No |  |
| 45.5 | Instruct Contractor to make good a defect resulting from design or other work or actions for which the Contractor is not responsibleas a *Variation* | Yes | See also 52.1 |
| Acceptance with Defects not made good | 48.1 | Define specific *Defects* and accept that they need not be made good | Yes |  |
| 48.2 | Propose deductions from the *Contract Price* and terms for acceptance of the Works with specified Defects not made good | Yes |  |
| **Changes to work and time** | | | | |
| Valuation of changes | 47.2 | Does *Claim* comply with clause 68.3 requirements. If not reject | No |  |
| 47.1 | Agree with Contractor’s C*laim* | Yes |  |
| Have claim assessed by an engaged Valuer | No |  |
| Agree to engage a Valuer | No |  |
| Assess *Claim* | No |  |
| 47.4 | If Principal does not agree an entitlement exists, advise Contractor | No |  |
| Variations | 48.1 | Instruct Variations in writing at any time before Completion | Yes |  |
| 48.2 | Request the Contractor to advise its price (including amounts for any delay costs) | Yes |  |
| 48.4.2 | Instruct the Contractor to carry out the work involved in the *Variation* as *Daywork* | Yes |  |
| 48.5 | Approve a *Variation* proposed by the Contractor for the Contractor’ s convenience | Yes |  |
| 48.7 | Instruct a *Variation* following Contractor’s notification |  |  |
| Changes in Statutory Requirements | 49.3 | Notify Contractor if it agrees with change in Statutory requirements | Yes |  |
| 49.4.1 | Agree on the effects of a change in *Statutory Requirement* including any *Variation* | No |  |
| 49.4.2 | Instruct a Variation following Contractor’s notification | No |  |
| Changes to Contractual Completion Dates | 50.1 | Assess the number of days | No |  |
| 50.8 | Extend time without claim | Yes |  |
| Delay costs and liquidated damages | 51.2 | Assess delay costs for extension of time | No |  |
| 51.4 | Reduce delay rate where early use applies | No |  |
| 51.7 | Deduct, withhold or set-off a liquidated damages amount from any amount otherwise payable to or security provided by the Contractor | No |  |
| 51.11 | Reduce liquidated damages rate where early use applies | No |  |
| 51.10 | Pay to the Contractor the excess amount of liquidated damages paid by the Contractor or deducted by the Principal | No |  |
| Acceleration | 52.1 | Instruct the Contractor to accelerate progress of the Works in the form of an *Acceleration Notice* | Yes |  |
| 52.3 | Agree on the steps to be taken and basis for payment for acceleration before the Contractor takes those steps, or determine a reasonable price | Yes |  |
| 52.4 | Pay the Contractor for acceleration (as an addition to the *Contract Price*) | Yes |  |
| Principal’ s suspension | 53.1 | Instruct the Contractor to suspend progress of the Works | Yes |  |
| 53.2 | Instruct the Contractor to resume carrying out the works following suspension | Yes |  |
| 52.3 | Decide if need for suspension arises from Principal’ s act or omission | No | Inform the Principal |
| Contractor’ s suspension | 54 | Receive notice of intention to suspend work | No | Inform the Principal |
| **Payments** | | | | |
| The Contract Price -Provisional Sums and Provisional Quantities | 55.4 | Instruct the Contractor to carry out, on terms specified in the instruction, work which is the subject of a *Provisional Sum* | Yes | Re terms |
| 55.5 | Instruct the Contractor to carry out work which is the subject of a *Provisional Quantity* | No |  |
| Goods and Services Tax - GST Invoices | 56.2 | Issue a tax invoice for a taxable supply made by the Principal to the Contractor | No |  |
|  | 56.3 | Issue a RCTI for a taxable supply made by the Contractor to the Principal (other than an excluded supply) | No |  |
| Prepayment | 57.1 | Accept *Undertakings* | Yes | Principal to agree |
| 57.2 | Provide prepayment | No |  |
| 57.4 | Return undertakings when prepayment repaid | No |  |
| Make a demand against the *Undertakings* for any amount which has not been deducted | No |  |
| Payment Claims | 58.4 | Agree to form of *Payment Claim* | No |  |
| 58.5 | Request information to support payment claim | Yes |  |
| 58.7.1 | Notify agreement to pay for unincorporated materials | Yes |  |
| Payments | 59.1 | Give to the Contractor a *Payment Schedule* | No | Copy to the Principal for payment. Inform the Principal if withholding any payment |
| 59.2 | Pay to the Contractor as a *Progress Payment* the *Scheduled Amount* | Not AP role | Principal to make payment |
| Completion amount | 60.2 | Retain the *Completion Amount* from *Payment Claims* | Yes |  |
| 60.1 | Return the *Completion Amount* retention |  |  |
| Final payment | 61.2 | Give the Contractor a *Final Payment Schedule* | Yes |  |
| 61.4 | Agree to a *Claim* | Yes |  |
| Make payment for a *Claim* | Not AP role | Principal to make payment |
| Interest on late payments | 62 | Pay interest | Not AP role | Advise Principal |
| Set-off | 63.1 | Withhold, deduct or set off the claimed sum against any sum to which the Contractor is otherwise entitled under or arising out of the Contract | Yes |  |
| 63.2 | Make a demand against the *Undertakings* | Yes |  |
| **Completion** | | | | |
| Early use | 64.1 | Use or occupy and authorise anyone to use or occupy any part of the works which is sufficiently complete before *Completion* | Yes |  |
| 64.2 | Notify the Contractor that the Principal or other persons authorised by the Principal will be using or occupying a part or parts, or the whole of the Works, specifying the part, or parts or the whole of the Works to be used or occupied | Yes |  |
| Completion | 65.2 | Agree that *Completion* has been achieved and give the Contractor a notice stating the *Actual Completion Date* | No |  |
| Close-out workshop | 66.1 | Convene a close-out workshop | No |  |
| 66.2 | Attend the close-out workshop and decide on attendees at close-out workshop | No |  |
| Share equally other costs | Yes |  |
| Defects after Completion | 67.1.1 | Issue a *Defect Notice* instructing the Contractor to make good specified *Defects* within the time specified | No | See also 50.2 |
| 67.1.3 | Instruct a Variation in connection with any Defect instead of requiring the Defect to be made good | Yes |  |
| **Claim and Issue resolution** | | | | |
| Contractor’ s Claims | 68.3 | Decide if *Claim* includes information sufficient for the Principal to assess the *Claim* | No |  |
| 68.4 | Reach agreement with the Contractor about a *Claim* | Yes |  |
| 68.5 | Reject a *Claim* | Yes |  |
| **Issue resolution** | | | | |
| Notification of Issue | 69.2 | Give the Contractor (copied to the Contractor’ s senior executive) notice of an *issue* to initiate issue resolution | Yes |  |
| 69.6 | Seek an urgent declaration or injunction from a court | Yes |  |
| Resolution by senior executives | 70.3 | Refer an *Issue* to *Expert Determination* by giving notice | Not Project Manager role | Advise Principal as required |
| Expert Determination | 71.2 | Agree on the *Expert* | Not Project Manager role | Advise Principal as required |
| If the *Expert* is not agreed with the Contractor, determine whether to apply for an *Expert* to be neutrally appointed |
| Apply to the person in Contract Information for the nomination of an *Expert* |
| 71.3 | Engage the *Expert* |
| 71.4 | Share equally the fees and out-of-pocket expenses of the *Expert* |
| 71.6 | Raise any defence, set off or cross claim |
| 71,8 | Commence litigation |
| **Termination** | | | | |
| Termination for Contractor’ s Default or Insolvency | 73.1 | Terminate the Contractor’ s employment under the Contract for Contractor’ s Default or Contractor’ s Insolvency by giving notice | Not Project Manager role | Advise Principal as required |
| 73.3 | Give notice to the Contractor that it has 7 days to remedy a Contractor’ s Default |
| 73.4 | Give the Contractor a notice terminating its employment under the Contract for *Contractor’ s Default* |
| 73.5 | Give the Contractor a notice terminating its employment under the Contract for *Contractor’ s Insolvency* |
| 73.6 | Employ others to complete the Works | Yes | In liaison with the Principal |
| Require any *Temporary Work* or Materials to have the Works completed to be left when Contractor leaves Site | Not AP role | Advise Principal as required |
| Require novation of Subcontracts and other contracts concerning the Works |
| Make payments, or deduct, withhold or set off any amounts to be paid under novated contracts from amounts otherwise due to the Contractor or from any Undertakings given on the Contractor’ s behalf |
| 73.6.6 | Make provisional assessments of the amounts payable to the Principal and demand them under the Undertakings |
| Termination for Principal’ s convenience | 74.1 | Terminate the Contract, by giving notice with effect from the date stated in the notice, for its convenience | Not AP role | Advise the Principal of items of *Temporary Work* required to be retained on the Site |
| 74.3 | Identify in the termination notice those items of *Temporary Work* to be retained on the Site | Not AP role | Advise the Principal of items of *Temporary Work* required to be retained on the Site |
| 74.4 | Pay the Contractor |
| 74.5 | Return the *Undertakings* |
| Termination for Principal’ s default | 75.2 | Remedy the default or propose steps to do so | Yes |  |
| Pay the Contractor the applicable amounts referred to in clause 75.1 | Not AP role | Advise the Principal as required |