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GENERAL CONDITIONS

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GUIDANCE FOR THE  
PREPARATION OF  
PARTICULAR CONDITIONS  
AND ANNEXES: FORMS  
OF SECURITIES

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FORMS OF LETTER OF  
TENDER, LETTER OF  
ACCEPTANCE, CONTRACT  
AGREEMENT AND DAAB  
AGREEMENT

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FIDIC® Conditions of Contract for  
**CONSTRUCTION**

FOR BUILDING AND ENGINEERING WORKS  
DESIGNED BY THE EMPLOYER

General Conditions

FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS  
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS  
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE  
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES





# General Conditions

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# General Conditions

## 1 General Provisions

### 1.1

#### Definitions

In the Contract the following words and expressions shall have the meanings stated, except where the context requires otherwise

- 1.1.1 “**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance for the execution of the Works in accordance with the Contract.
- 1.1.2 “**Advance Payment Certificate**” means a Payment Certificate issued by the Engineer for advance payment under Sub-Clause 14.2.2 [*Advance Payment Certificate*].
- 1.1.3 “**Advance Payment Guarantee**” means the guarantee under Sub-Clause 14.2.1 [*Advance Payment Guarantee*].
- 1.1.4 “**Base Date**” means the date 28 days before the latest date for submission of the Tender.
- 1.1.5 “**Bill of Quantities**” means the document entitled bill of quantities (if any) included in the Schedules.
- 1.1.6 “**Claim**” means a request or assertion by one Party to the other Party for an entitlement or relief under any Clause of these Conditions or otherwise in connection with, or arising out of, the Contract or the execution of the Works.
- 1.1.7 “**Commencement Date**” means the date as stated in the Engineer’s Notice issued under Sub-Clause 8.1 [*Commencement of Works*].
- 1.1.8 “**Compliance Verification System**” means the compliance verification system to be prepared and implemented by the Contractor for the Works in accordance with Sub-Clause 4.9.2 [*Compliance Verification System*].
- 1.1.9 “**Conditions of Contract**” or “**these Conditions**” means these General Conditions as amended by the Particular Conditions.
- 1.1.10 “**Contract**” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, any addenda referred to in the Contract Agreement, these Conditions, the Specification, the Drawings, the Schedules, the Contractor’s Proposal, the JV Undertaking (if applicable) and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.11 “**Contract Agreement**” means the agreement entered into by both Parties in accordance with Sub-Clause 1.6 [*Contract Agreement*].
- 1.1.12 “**Contract Data**” means the pages, entitled contract data which constitute Part A of the Particular Conditions.
- 1.1.13 “**Contract Price**” means the price defined in Sub-Clause 14.1 [*The Contract Price*].

- 1.1.14 “**Contractor**” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title of such person(s).
- 1.1.15 “**Contractor’s Documents**” means the documents prepared by the Contractor as described in Sub-Clause 4.4 [*Contractor’s Documents*], including calculations, digital files, computer programs and other software, drawings, manuals, models, specifications and other documents of a technical nature.
- 1.1.16 “**Contractor’s Equipment**” means all apparatus, equipment, machinery, construction plant, vehicles and other items required by the Contractor for the execution of the Works. Contractor’s Equipment excludes Temporary Works, Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- 1.1.17 “**Contractor’s Personnel**” means the Contractor’s Representative and all personnel whom the Contractor utilises on Site or other places where the Works are being carried out, including the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
- 1.1.18 “**Contractor’s Representative**” means the natural person named by the Contractor in the Contract or appointed by the Contractor under Sub-Clause 4.3 [*Contractor’s Representative*], who acts on behalf of the Contractor.
- 1.1.19 “**Cost**” means all expenditure reasonably incurred (or to be incurred) by the Contractor in performing the Contract, whether on or off the Site, including taxes, overheads and similar charges, but does not include profit. Where the Contractor is entitled under a Sub-Clause of these Conditions to payment of Cost, it shall be added to the Contract Price.
- 1.1.20 “**Cost Plus Profit**” means Cost plus the applicable percentage for profit stated in the Contract Data (if not stated, five percent (5%)). Such percentage shall only be added to Cost, and Cost Plus Profit shall only be added to the Contract Price, where the Contractor is entitled under a Sub-Clause of these Conditions to payment of Cost Plus Profit.
- 1.1.21 “**Country**” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- 1.1.22 “**DAAB**” or “**Dispute Avoidance/Adjudication Board**” means the sole member or three members (as the case may be) so named in the Contract, or appointed under Sub-Clause 21.1 [*Constitution of the DAAB*] or Sub-Clause 21.2 [*Failure to Appoint DAAB Member(s)*].
- 1.1.23 “**DAAB Agreement**” means the agreement signed or deemed to have been signed by both Parties and the sole member or each of the three members (as the case may be) of the DAAB in accordance with Sub-Clause 21.1 [*Constitution of the DAAB*] or Sub-Clause 21.2 [*Failure to Appoint DAAB Member(s)*], incorporating by reference the General Conditions of Dispute Avoidance/Adjudication Agreement contained in the Appendix to these General Conditions with such amendments as are agreed.
- 1.1.24 “**Date of Completion**” means the date stated in the Taking-Over Certificate issued by the Engineer; or, if the last paragraph of Sub-Clause 10.1 [*Taking Over the Works and Sections*] applies, the date on which the Works or Section are deemed to have been completed in accordance with the Contract; or, if