

STANDARD FORM CONSTRUCTION CONTRACTS

Introduction

Subcommittee TI of the International Bar Association has undertaken to compile a library of standard conditions of contract for construction in various jurisdictions across the globe that would serve as a useful resource for all IBA members. The aim of the project is to facilitate the drafting and negotiation of international construction contracts and to advise members of the existence of standard forms of contract in a particular jurisdiction with which they may not be familiar. This document lists prominent national and international contractor or engineering associations and the standardized documents they offer. As there is a fee required to obtain most documents we have not obtained them, but instead have referenced the websites from which members may access documents. Please note that we make no representation as to the content of any of the documents though we have tried to make some general comments which may be of assistance.

A. UK, EUROPEAN AND INTERNATIONAL CONTRACT FORMS

I. Fédération Internationale des Ingénieurs-Conseils (FIDIC)

FIDIC, also referred to as the International Federation of Consulting Engineers, produces standard forms of contract for civil engineering construction which are used throughout the world. FIDIC contracts are often referred to as the international standard.

The present suite of FIDIC contracts often best known by their colours, detailed below, replace the set issued originally in 1987. There are important changes between those issued in 1987 and the current. In the period between 1987 and 1999 FIDIC accepted that there was a need for a design and construct contract, and so produced in 1995 what became known as the Orange Book, which in some respects was a slightly uncomfortable compromise between total Turnkey and orthodox design and build.

With the publication of the 1999 suite the need for the Orange Book became redundant as the need for a design and build contract was accommodated by either the Yellow or the Silver Book. However, the Orange Book still is occasionally used but has to be used with care as not being either a member of either the 1987 or 1999 suites.

Available Documents

Latest Contracts (1999)

1. Conditions of Contract for Construction (First Edition, 1999) The Red Book
2. Conditions of Contract for Plant and Design-Build (First Edition, 1999) The Yellow Book
3. Conditions of Contract for EPC/Turnkey Projects (First Edition, 1999) The Silver Book
4. Short Form of Contract (First Edition, 1999) The Green Book

Other Forms of FIDIC Contracts:

5. Form of Contract for Dredging and Reclamation Works “Dredgers Contract” The Blue Book

In addition FIDIC publish:-

6. A form of agreement for engagement of Consultants (The White Book)
7. A form of agreement for Subconsultants
8. A joint venture agreement form

It should be noted that documents 7 and 8 above are of some antiquity, being published in 1992 and have not been updated since the 1999 suite came into force.

Further FIDIC did publish in 1994 a form of Subcontract to be used, principally with the Red Book. No such document has been published since the 1999 suite came into effect.

Brief Summary¹

1. Conditions of Contract for Construction (First Edition, 1999) Red Book

Conditions of Contract for Construction are recommended for building or engineering works designed by the employer or by its representative, the engineer. Under the usual arrangements for this type of contract, the contractor constructs the works in accordance with a design provided by the employer. However, the works may include some elements of contractor-designed civil, mechanical, electrical and/or construction works.

2. Conditions of Contract for Plant and Design-Build (First Edition, 1999) Yellow Book

Conditions of Contract for Plant and Design-Build are recommended for the provision of electrical and/or mechanical plant, and for the design and execution of building or engineering works. Under the usual arrangements for this type of contract, the contractor designs and provides, in accordance with the employer's requirements, plant and/or other works, which may include any combination of civil, mechanical, electrical and/or construction works.

3. Conditions of Contract for EPC/Turnkey Projects (First Edition, 1999) Silver Book

Conditions of Contract for EPC Turnkey Projects are recommended where one entity takes total responsibility for the design and execution of an engineering project. Under the usual arrangements for this type of contract, the entity carries out all the engineering, procurement and construction: providing a fully-equipped facility, ready for operation (at the "turn of the key").

4. Short Form of Contract (First Edition, 1999) Green Book

These Conditions of Contract are recommended for engineering and building work of relatively small capital value. However, depending on the type of work and the circumstances, the Conditions may be suitable for contracts of considerably greater value. They are considered most likely to be suitable for fairly simple or repetitive work or work of short duration without the need for specialist sub-contracts. This form may also be suitable for contracts which include, or wholly comprise, contractor-designed civil engineering, building, mechanical and/or electrical works.

5. Form of Contract for Dredging and Reclamation Works "Dredgers Contract"

These Conditions of Contract have been prepared by FIDIC in close collaboration with the International Association of Dredging Companies (IADC), and are recommended for dredging and reclamation work.

¹ The following contract descriptions are from the FIDIC website at: <http://www1.fidic.org/resources/contracts>

The aim has been to produce a straightforward document which includes all essential commercial provisions, and which may be used for all types of dredging and reclamation work and ancillary construction with a variety of administrative arrangements. Under the usual arrangements for this type of contract, the contractor constructs the works in accordance with design provided by the employer or by its engineer. However, this form may also be suitable for contracts that include, or wholly comprise, contractor-designed works.

Notes:

- The Tables of Contents for the above Contracts are found in Appendix 1
- Detailed descriptions of these documents are available at:
<http://www2.fidic.org/resources/contracts/>
- A complete list of FIDIC Documents, including World Bank Documents, available for sale is found in Appendix 2
- Documents can be ordered at: http://www1.fidic.org/bookshop/offline_page.asp

Contact:

World Trade Center II
Geneva Airport
Box 311, CH-1215 Geneva 15
29 route de Pré-Bois, Cointrin
CH-1215 Geneva 15
Tel +41-22-799 49 00
Fax +41-22-799 49 01
Cell +41-79-298 96 66
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Information for all Member Associations in Africa, Asia Pacific, Europe, the Americas, and the Mid-East is available at: <http://www2.fidic.org/regions/> and a list of Member Associations is provided in Appendix 3

II. Institution of Civil Engineers (ICE)

ICE is an independent engineering institution and represents approximately 80,000 civil engineers worldwide. Principal membership is in the United Kingdom, but it has memberships in China, Hong Kong, Russia, India and roughly 140 other countries.

The ICE documents are traditionally for Engineering Contractors. Pre 1987 versions of FIDIC were very much based on ICE forms but there is far less similarity now. Traditionally they were Engineer based contracts where the Employer appointed the Engineer.

Available Documents

1. ICE Conditions of Contract Measurement Version 7th Edition: July 2004
2. ICE Conditions of Contract Design and Construct 2nd Edition: July 2004
3. ICE Conditions of Contract Minor Works 3rd Edition: July 2004
4. ICE Conditions of Contract Term Version: July 2004
5. ICE Conditions of Contract Ground Investigation 2nd Edition: July 2004
6. Agreement for Consultancy Work in respect of Domestic or Small Works: amendments Dec 1999

Brief Summary²

1. ICE Conditions of Contract, 7th Edition: July 2004

This Contract is based on the traditional pattern of engineer designed contractor built works with valuation by admeasurement. The traditional role of the engineer in advising the client, designing the works, supervising construction, certifying payment and adjudicating in cases of dispute is fully maintained.

2. ICE Conditions of Contract Design and Construct 2nd Edition: July 2004

This contract radically departs from the normal ICE Conditions of Contract concept with the contractor responsible for all aspects of design and construction, including any design originally provided by or on behalf of the employer. The Form of Tender provides for payment on a lump sum basis but other forms of payment may be used.

3. ICE Conditions of Contract Minor Works 3rd Edition: July 2004

Intended for use in contracts where:

- a) the potential risks involved for both the employer and the contractor are adjudged to be small;
- b) the works are of a simple and straightforward nature;

² The following contract descriptions are from the ICE website:
http://www.ice.org.uk/knowledge/downloads_law.asp

- c) the design of the works, save for any design work for which the contractor is made responsible is complete in all essentials before tenders are invited;
- d) the contractor has no responsibility for the design of the permanent works other than possibly design of a specialist nature;
- e) nominated sub-contractors are not employed; and
- f) the contract value does not exceed £500,000 and the period for completion of the contract does not exceed 6 months except where the method of payment is on either a daywork or a cost plus fee basis.

4. ICE Conditions of Contract Term Version: July 2004

The concept of a term contract is to carry out routine maintenance and remedial work within a set geographical area. A contractor is appointed to carry out such work for an agreed period of time (the term) carrying out such packages of work as may be required by the employer under conditions set out in the Term Version. The contract should be suitable for planned and reactive maintenance or refurbishment work as well as for new work and emergency works where a contractor may be on call.

Each package of work to be carried out is identified in a works order which defines the works required and their location, sets any programming needs and also states any special requirements or payment terms. Payments will normally be valued by measurement using rates set down in the term contract but specially agreed prices or a cost plus arrangement may also be used.

5. ICE Conditions of Contract Ground Investigation, 2nd Edition: July 2004

The conditions are very closely based on the ICE General Conditions of Contract 5th Edition. The contract conditions specify that the work will be under the full direction and control of the engineer, and on site, under the supervision of the engineer's representative or other person appointed by the engineer. The company or firm undertaking the physical work is referred to as the contractor.

With limited exceptions, the role of the contractor is to perform the physical works and testing included within the contract documents, the control, direction and interpretation of such work generally being in the hands of the engineer or his representatives. In following the ICE General Conditions of Contract 5th Edition, the contract price is indeterminate at tender stage and is only finally derived on final measurement of the work undertaken.

6. Agreement for Consultancy Work in respect of Domestic or Small Works: amendments Dec 1999

ICE has produced this contract for domestic or small works in the form of a checklist for discussion with the client. It is divided into five sections, four of which reflect the type of services most often provided and the fifth deals with payment.

These documents can be downloaded at http://www.ice.org.uk/knowledge/downloads_law.asp

Contact:

Central Office
One Great George Street
Westminster
London
SW1P 3AA

For contact information for the various departments and branch offices, please consult the website: <http://www.ice.org.uk>

The New Engineering Contract (the NEC)³

The NEC was developed by ICE in the early 1990s with the aim of introducing a new form of non-adversarial form of contract strategy which would contribute towards the more effective and smoother management of projects.

NEC is now in its Third Edition and will be projected as the preferred form of contract for works relating to the 2012 Olympics in London.

It is radically different from other English style forms of Building and Civil Engineering Contracts, in that it has a core contract form, written in simple terms and substantial bolt ons to enable use in a variety of circumstances. The choice of options will have to be a subject for advice in each case.

The NEC is a legal framework of project management procedures designed to handle all aspects of the management of engineering and construction projects.

It is in use across the spectrum of engineering and construction activities by a wide range of clients, consultants and contractors. Its use encompasses projects both large and small, civil engineering and building, national and international.

It comprises a suite of contract documents and range of support services consisting of training, consultancy, software and a users group.

Since the original launch of the main engineering and construction contract and subcontract, the NEC has been extended to include a professional services contract, an adjudicator's contract and a short contract. Further extensions of, for example, a term services contract, are under development.

The NEC is being used for:

³ The following description is from the New Engineering Contract website:
<http://www.newengineeringcontract.com>

- engineering and construction work containing any or all of the traditional disciplines such as civil, electrical, mechanical and building work;
- projects where the Contractor has full design responsibility, partial design responsibility or no design responsibility;
- all the normal current options such as competitive tender, target contracts, cost reimbursable contracts and management contracts; and
- contracts in the UK and around the world

Structure of the NEC

The main NEC contract, the Engineering and Construction Contract - omnibus edition, and its associated sub-contract, are based on the employer selecting a contract form from six options:

Option A	Priced contract with activity schedule
Option B	Priced contract with bill of quantities
Option C	Target contract with activity schedule
Option D	Target contract with bill of quantities
Option E	Cost reimbursable contract
Option F	Management contract

The chosen contractual approach is then further refined by selecting from up to 15 secondary options depending on the main option selected. These are:

Option G	Performance bond
Option H	Parent company guarantee
Option J	Advance payment to the Contractor
Option K	Multiple currencies
Option L	Sectional completion
Option M	Limitation of the Contractor's liability for his design to reasonable skill and care
Option N	Price adjustment for inflation
Option P	Retention
Option Q	Bonus for early completion
Option R	Delay damages
Option S	Changes in the law
Option U	The Construction (Design and Management) Regulations 1994
Option V	Trust Fund
Option Z	Additional conditions of contract

The Engineering and Construction Short Contract follows the same principles as the main contract but with a reduced number of clauses and no secondary options. It can be used on projects which

- do not require sophisticated management techniques;
- comprise straightforward work; and
- impose only low risks on both the employer and the contractor.

The Professional Services Contract also follows the broad principles of other NEC documents but has been modified to cover the procurement of professional services.

It is designed to be used in one of four main options:

Option A	Priced contract with activity schedule
Option B	Time based contract
Option C	Target contract
Option D	Term contract

These may be supplemented by up to 14 secondary option clauses.

Each contract document is supported by guidance notes and printed flow charts which set out the logic behind all contract decisions. In addition to the contract documents themselves, there are a range of support products and services covering training, consultancy, software, an active users group and a web site.

Contact:

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 NEC Manager
 Thomas Telford Ltd
 1 Heron Quay
 London E14 4JD

Tel: 020 7665 2446

Fax: 020 7538 2847

Email: rekha.thawrani@thomastelford.com

Website: <http://www.newengineeringcontract.com>

III. Institution of Electrical Engineers (IEE)

The IEE⁴, based in London, England, is an international organization for electronics, electrical, manufacturing and IT professionals, with specifically tailored products, services and qualifications to meet the needs of today's technology industry.

⁴ The following description is from the IEE website: <http://www.iee.org/Publish/>

The IEE, jointly with the Institution of Mechanical Engineers (IMechE), issues a range of model forms of general conditions of contract (including, inter alia, Forms of Tender, Agreements and Performance Bonds) and guides (known as "commentaries") to their use. These are Model Forms of Contract for electrical and mechanical work and consultancy. The contents of these publications are decided by a joint committee of IEE /IMechE members and others representing the various interests of the electrical and mechanical engineering industries. IEE has developed the Joint IMechE/IEE Model Forms of General Conditions of Contract.

Apart from Model Form MF/4 and Model Form MF/3, the latter not involving the appointment of an engineer to manage the contract, the model forms have also been adopted and are recommended by the Association of Consulting Engineers (ACE).

A Model Forms Information Pack which expands on the Model Forms and which contains copies of all Supplements, Amendment Slips and Amendment Lists relating to the current range of Model Forms is available on the IEE website. The website also sets forth the terms and conditions upon which a licence to install and use the texts of the IEE copyright Model Forms on users' computing systems may be purchased.

The Model Forms and their commentaries can be purchased from the IEE Publication Sales Department, email: sales@iee.org (except MF/4 which is available to download free of charge from the website)

Website: <http://www.iee.org/Publish/Books/Model/index.cfm>

IV. Institute of Chemical Engineers

IChemE is a similar organization to IMechE/IEE, but specializes in production of contracts for the specialist process industry. The form of contract have been significantly updated in recent years to cover the spectrum of contract possibilities. Like FIDIC, IChemE contracts are often known by their colour and a list of available contracts is set out below:

IChemE (Green) Form of Contract – Reimbursable Contracts

IChemE (Brown) Form of Contract – Subcontract for Civil Engineering Works

IChemE (Grey) Form of Contract – Adjudication Procedures

IChemE (Orange) Minor Works 2nd ed 2003

IChemE (Pink) Form of Contract – Arbitration Procedures

IChemE (Red) Form of Contract – Lump Sum Contracts

IChemE (White) Rules for Expert Determination 3rd ed 2001

IChemE (Yellow) Sub Contracts 3rd ed 2003

IChemE (Green) Reimbursable

IV. The Joint Contracts Tribunal (JCT)

Since 1931, the JCT, based in London, England, has been producing standard forms of contract, guidance notes and other standard documents used in the construction industry.

The JCT range of contracts are fundamentally building rather than civil engineering contracts but are used for projects where both building and civil engineering works are involved. They cover orthodox contracting and design and build and management contracts. Some forms deal with less complicated or expensive forms of contract. The major types of form are listed below, traditionally English building contracts have been divided into With and Without Quantities forms to cover both methods of measurement.

The JCT helpfully publish a document entitled – Practice Note – Deciding on the appropriate JCT Contract, which provides guidance on what they would consider to be the appropriate JCT Contract for different situations – e.g. design and build, traditional contracting, cost plus or management. The note also contains a detailed list of JCT style contracts available. The current note sets out the position as at February 2007.

In a radical departure from previous JCT forms, the JCT launched on 1 March 2007, a new set of contract documents entitled JCT – Constructing Excellence.

Available Documents

1. Major Project Form
2. PCC 2005 Standard Form of Prime Cost Contract
3. WCD 2005 Standard Form of Building Contract With Contractor's Design
4. 2005 Standard Form of Building Contract
5. MC 2005 Standard Form of Management Contract
6. IC 2005 Intermediate Form of Building Contract
7. MW 2005 Agreement for Minor Building Works
8. MTC 2005 Standard Form of Measured Term Contract

In addition JCT publish subcontracts, trade contracts and forms of warranty to be used with the particular contract in question. In addition forms of framework agreement and facilities management agreements are available.

Details of some of the major forms of contract available appear below.

Brief Summary⁵

1. Major Project Form (MPF)

The Major Project Form has been developed to meet the needs of clients who regularly procure the construction of major buildings. It reflects those amendments frequently made to JCT-developed standard form building contracts by developers and other large commercial organizations. This form is suitable for experienced users who require limited procedural provisions in the contract form and have their own in-house procedures, for experienced knowledgeable contractors who can put in place a proper system of risk management, and for significant projects in terms of size and complexity.

MPF is the first JCT form specifically to provide for third party rights. It caters to various levels of design input on the part of the client and the contractor and incorporates a design submission procedure. The MPF also provides for projects carried out in phases, and therefore does not require a supplement, and it also requires the parties to establish their own insurance requirements, in contrast to other JCT forms.

Other key provisions are those dealing with:

- acceleration of project,
- bonus for early completion,
- cost savings and value improvements,
- the Client's pre-appointed consultants,
- mediation.

2. PCC 2005 Standard Form of Prime Cost Contract

This form is appropriate for use where the employer wants the earliest possible start. There may be insufficient time to prepare detailed tender documents; or circumstances such as an inability to accurately define the work may make the use of the detailed tender documents inappropriate, necessitating the appointment of a contractor simply on the basis of an estimate of the total cost.

3. WCD 2005 Standard Form of Building Contract With Contractor's Design

This form is appropriate for use where the employer wishes the contractor not only to carry out and complete works, but also to have a design responsibility for the works.

4. 2005 Standard Form of Building Contract

⁵ The following contract descriptions are from the JCT website at: www.jctltd.co.uk

Appropriate for use on building contracts where the Employer appoints an Architect or Supervising Officer to be the interface between he and the Contractor.

5. MC 2005 Standard Form of Management Contract

This form is appropriate for use with large scale projects where an early start and the earliest possible completion are required. In such situations it is not always possible to prepare full design information before work commences, and much of the detail design may be of a sophisticated or innovative nature requiring proprietary systems or components designed by specialists.

6. IC2005 Intermediate Forms of Building Contract.

Suggested for prospects of between £250,000 and £5,000,000 or where more detailed condition than the Minor Works form (No. 7) are required.

7. MW 2005 Agreement for Minor Building Works

This form is appropriate for new works, alterations and extensions to all types of building:

- where the proposed works are to be carried out for an agreed lump sum;
- where the work involved is simple in character; and
- where an architect or contract administrator has been appointed to advise on and to administer its terms.

It is not suitable for use where detailed control procedures are needed.

8. MTC 2005 Standard Form of Measured Term Contract

This form is appropriate for use by employers who have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and all under a single contract.

JCT does not sell contracts directly though their website is www.jctcontracts.com - they are sold through several approved retailers listed below:

RIBA Bookshops
Tel: 020 7256 7222
Fax: 020 7374 2737
sales@ribabooks.com

RICS Books
Tel: 0870 333 1600 (press option 3)
Fax: 020 7334 3851
mailorder@rics.org.uk

CIP Limited

Tel: 0870 078 4400

Fax: 0870 078 4401

sales@cip-books.com

Website: <http://www.jctltd.co.uk>

The JCT Constructing Excellence Contract shares certain basic principles with the BE Collaborative Contract (see V1) below and has some common authors. It's principles are stated to be collaboration and partnership within a rigorous legal framework, but a framework that has many options (like the NEC forms) to cover particular situations. It is too early to assess how successful it will be in practice.

V. The Association of Consultant Architects (ACA)

ACA is the national professional body representing architects in private practices throughout the UK. ACA has drawn up its own form of Building Contract with ancillary documents. In 2000 it published the first construction industry Project Partnership Contract PPC2000.

Available Documents

1. PPC2000 - ACA Standard Form of Contract for Project Partnering (Amended 2003)
2. SPC2000 - ACA Standard Form of Specialist Contract for Project Partnering (Amended 2004)
3. ACA Form of Building Agreement 1982 Third Edition 1998 (2003 Revision)
4. ACA98 The Appointment of a Consultant Architect For Small Works, Works of Simple Content and Specialist Services (2000 Edition)

Brief Summary⁶

1. PPC2000

PPC2000 is a multi-party non-adversarial construction contract that provides the foundation for the partnering process. It allows the client, the constructor and all consultants and key specialists to sign a single Partnering Contract. It also provides for the early selection of a project partnering team and the collaborative finalization of designs, prices and members of the supply chain. It covers the full duration of the partnering relationships and provides for a partnering timetable to govern the contributions of all partnering team members to partnered activities. PPC2000 also provides for a clear system of reducing, managing and sharing risks and offers a non-adversarial problem resolution mechanism.

⁶ The following contract descriptions are from the ACA website at: <http://www.acarchitects.co.uk>

2. SPC2000

SPC2000 is a specialist contract for project partnering and is a specialist subcontractor version of PPC2000, following a similar format. SPC2000 complements PPC2000 and focuses on the involvement of specialist sub-contractors in project design and risk management from the earliest stage of a project and encourages collaborative work throughout all stages of project process.

3. ACA Form of Building Agreement 1982, Third Edition 1998 (2003 Revision)

This contract ensures that responsibilities are placed fairly upon those parties best able to shoulder them. It defines the various responsibilities of the parties in a readable and easily understood way, eliminating areas of uncertainty. The flexibility of this contract is achieved via the use of key optional clauses providing for a number of choices which allow it to be tailored to the needs of each individual building project. It can be used for design, development and construction.

4. ACA98 The Appointment of a Consultant Architect For Small Works, Works of Simple Content and Specialist Services (2000 Edition)

This contract can be used between the architect and the client for small building projects and also for projects where the content of the work is of a simple nature.

Electronic copies of the ACA Project Partnering contracts based on PPC2000 can be downloaded upon payment by credit card on www.contracts4construction.com. The hard copy publications are available directly from ACA by mail order.

Contact:

98 Hayes Road, Bromley, Kent BR2 9AB
Tel: 020 8325 1402 Fax: 020 8466 9079

email: office@ACAarchitects.co.uk
Fiona Griffiths, Secretary General

Website: <http://www.acarchitects.co.uk>

VI. BE Collaborative Contract⁷

The BE Collaborative Contract is a new form of contract for construction projects that underpins collaborative behaviour. The contract has been created by BE (Collaborating for the Built Environment). BE is the largest independent association for companies across the supply chain in the UK, committed to the research, design and delivery of sustainable built development. The Collaborative Contract is a new contract framework for the delivery of successful construction

⁷ The following description is from the BE Collaborative Contract website: <http://www.bcc.beonline.co.uk/>

projects. This contract is intended for use by parties who genuinely want a contractual framework that assists a collaborative approach and who want to identify and manage risks, rather than simply passing them on under contract conditions. The BE Collaborative Contract aims to underpin collaborative behaviour, provide flexibility in use and be clear and concise.

The BE Collaborative Contract is available for purchase in various formats from two online retailers. ContractStore (<http://www.contractstore.com/>) offers copies of the whole contract or copies of the various tailored versions (as downloaded Microsoft Word files). Books on Business (<http://www.booksonbusiness.co.uk/>) offers multi-use copies of the contract complete with all supporting documentation and the tailored versions (supplied on CD-ROM).

Website: <http://www.beonline.co.uk>

GC Form of Contract

GC forms of contract originated from the CCC/Works family which were extensively used for Government Contracts until the 1970s. The CCC form became increasingly antiquated and fell into disuse. In 1998 the forms were revamped and reissued as the GC set of forms and have been used for non government contracts since that time.

The set covers almost every permutation and is an alternative to use of the JCT or NEC form.

A summary of the forms available is:

GC Works 1 – 1998 Without Quantities

GC Works 1 – 1998 With Quantities

GC Works 1 – 1998 Single State Design & Build

GC Works 1 – 1998 Model Forms and Commentary

GC Works 1 – 1998 Two Stage Design & Build

GC Works 1 Construction Management Trade Contract 1999 with quantities

GC Works 1 Construction Management Trade Contract 1999 without quantities

GC Works 2 1998 Minor Works – General Conditions & Supporting Model Documents

GC Works 3 1998 Contract for M&E Engineering Works – General Conditions & Supporting Model Documents

GC Works 4 1998 Contract for Building, CE, M&E Small Works

GC Works 5 Commentary 2000

GC/Works/5 1999 General Condition for the Appointment of Consultants: framework agreement

GC Works 6 1999 Dayworks Term Contract

GC Works 7 Measured Term Contract

GC Works 8 Specialist Term Contract

GC Works 9 1999 Lump Sum Term Contract for operation, maintenance & repair of M&E Plant Equipment & Installations

GC Works 10 2000 – Facilities Management

GC Works 11 2000 Minor Works Term Contract – general conditions, model forms and commentary

GC Works Sub-Contract General Conditions

GC Works Sub-Contract Model Forms

GC Works Sub-Contract Guidance Note

VII. International Chamber of Commerce (ICC)

The Commission on Commercial Law and Practice (CLP) (one of the Commissions of the ICC)⁸, based in Paris, France, is in the process of developing ICC model contracts and ICC model clauses, which give parties a neutral framework for their contractual relationships. These contracts and clauses are carefully drafted by the experts of the CLP Commission without expressing a bias for any one particular legal system. The idea behind ICC model contracts and clauses is to provide a sound legal basis upon which parties to international contracts can quickly establish an even-handed agreement acceptable to both sides.

The contracts are constructed to protect the interests of all parties, combining a single framework of rules with flexible provisions allowing the parties to insert their own requirements. Currently, the following ICC model contracts are being developed:

- ICC Model Turnkey Supply of an Industrial Plant Contract
- ICC Model Major Project Turnkey Contract

Contact:

Jonas Astrup, Policy Manager
Tel.: +33 1 49 53 28 26

⁸ The following description is from ICC website: <http://www.iccwbo.org/law/contracts/>

Fax: +33 1 49 53 28 59
E-mail: jonas.astrup@iccwbo.org

International Chamber of Commerce
38, Cours Albert 1er
75008 Paris
FRANCE

Website: <http://www.iccwbo.org/law/contracts/>

VIII. Liaison Group of the European Mechanical, Electrical, Electronic and Metalworking Industries (ORGALIME)

ORGALIME⁹ issued a new standard contract – the ORGALIME Turnkey Contract for Industrial Works – its most comprehensive contract publication to date. ORGALIME's premise was that purchasers and contractors in the engineering sector, who had used existing models, had not found them as suitable for industrial works as for civil engineering contracts.

⁹ The following description is from the ORGALIME website: <http://www.orgalime.org/sitemap/sitemap.htm>