

Title	Tendering Procedure																																																
Source	The International Federation of consulting Engineers (FIDIC)																																																
Original Date	1982																																																
Latest Revision Date	1994																																																
Type of Document	Guidelines																																																
Purpose and Summary	This document presents a systematic approach for tendering and awarding of contracts for international construction projects. It is intended to assist the employer/engineer to receive sound competitive tenders in accordance with the tender documents so that they can be quickly and efficiently assessed. At the same time, an effort has been made to provide the opportunity and incentive to contractors to respond easily to invitations to tender for projects which they are qualified to implement. It is hoped that the adoption of this procedure will minimise tendering costs and ensure that all tenderers receive a fair and equal opportunity to submit their offers on a reasonable and comparable basis.																																																
Application	The procedure is suitable for tendering for most international construction works, but it may be adapted to suit the particular requirements occasioned by the size and complexity of a project, and any special conditions imposed by the established procedures of the employer or the financing institutions.																																																
Table of Contents	<table><tr><td>Chapter</td><td>Title</td><td>Page</td></tr><tr><td></td><td>Foreword</td><td>1</td></tr><tr><td></td><td>Acknowledgements</td><td>2</td></tr><tr><td></td><td>Introduction</td><td>3</td></tr><tr><td></td><td>Procedural flowchart</td><td>5</td></tr><tr><td></td><td>Procedure and Notes</td><td>9</td></tr><tr><td>1</td><td>Project Strategy</td><td>9</td></tr><tr><td>2</td><td>Prequalification of Tenderers</td><td>13</td></tr><tr><td>3</td><td>Obtaining Tenders</td><td>18</td></tr><tr><td>4</td><td>Opening of Tenders</td><td>30</td></tr><tr><td>5</td><td>Evaluation of Tenders</td><td>31</td></tr><tr><td>6</td><td>Award of Contract</td><td>35</td></tr><tr><td></td><td>Appendices</td><td></td></tr><tr><td></td><td>I Models for Implementation of Projects</td><td>39</td></tr><tr><td></td><td>II Prequalification Form for Contractors</td><td>41</td></tr><tr><td></td><td>III Form of Tender Security</td><td>47</td></tr></table>	Chapter	Title	Page		Foreword	1		Acknowledgements	2		Introduction	3		Procedural flowchart	5		Procedure and Notes	9	1	Project Strategy	9	2	Prequalification of Tenderers	13	3	Obtaining Tenders	18	4	Opening of Tenders	30	5	Evaluation of Tenders	31	6	Award of Contract	35		Appendices			I Models for Implementation of Projects	39		II Prequalification Form for Contractors	41		III Form of Tender Security	47
Chapter	Title	Page																																															
	Foreword	1																																															
	Acknowledgements	2																																															
	Introduction	3																																															
	Procedural flowchart	5																																															
	Procedure and Notes	9																																															
1	Project Strategy	9																																															
2	Prequalification of Tenderers	13																																															
3	Obtaining Tenders	18																																															
4	Opening of Tenders	30																																															
5	Evaluation of Tenders	31																																															
6	Award of Contract	35																																															
	Appendices																																																
	I Models for Implementation of Projects	39																																															
	II Prequalification Form for Contractors	41																																															
	III Form of Tender Security	47																																															

Title	Conditions of Contract for Works of Civil Engineering Construction, Fourth Edition			
Source	The International Federation of Consulting Engineers (FIDIC)			
Original Date	1987			
Latest Revision Date	1992			
Type of Document	Standard Document			
Purpose and Summary	The terms of the Fourth Edition of the Conditions of Contract for Works of Civil Engineering Construction have been prepared by the International Federation of consulting Engineers (FIDIC) and are recommended for general use for the purpose of construction of such works where tenders are invited on an international basis. The Conditions, subject to minor modifications, are also suitable for use on domestic contracts. The version in English of the Conditions is considered by FIDIC as the official and authentic text for the purpose of translation. The Clauses of general application have been grouped together in a separately bound document and are referred to as Part I – General Conditions. In the preparation of the Conditions it was recognized that while there are numerous Clauses which will be generally applicable there are some clauses which must necessarily vary to take account of the circumstances and locality of the Works. Part I – General Conditions and Part II – Conditions of Particular Application together comprise the Conditions governing the rights and obligations of the parties. For this reason a Part II standard form has not been produced. It will be necessary to prepare a Part II document for each individual contract and the Guidelines are intended to aid in this task by giving options for various clauses where appropriate.			
Application	For general use for the purpose of construction of such works where tenders are invited on an international basis. With minor modifications it can also be used in domestic projects.			
Table of Contents	Chapter	Title	Page	
		Part I: General Conditions		
		Definitions and Interpretation	1	
		Engineer and engineer's Representative	3	
		Assignment and Subcontracting	4	
		Contract Documents	4	
		General Obligations	6	
		Labour	15	
		Materials, Plant and Workmanship	15	
		Suspension	17	
		Commencement and Delays	18	
		Defects Liability	21	
		Alterations, Additions and Omissions	22	
		Procedure for Claims	24	
		Contractor's Equipment, Temporary Works and Materials	25	
		Measurement	26	
		Provisional Sums	27	
		Nominated Subcontractors	27	
		Certificates and Payment	29	
		Remedies	31	

Title	Conditions of Contract for Works of Civil Engineering Construction, Fourth Edition		
	Chapter	Title	Page
		Special Risks	33
		Release from Performance	35
		Settlement of Disputes	35
		Notices	36
		Default of Employer	36
		Changes in Cost and Legislation	37
		Currency and Rates of Exchange	38
		Reference to Part II	
		Index Tender	
		Agreement	
		Editorial Amendments in 1988	
		Further Amendments in 1992	

Title	Conditions of Contract for Construction		
Source	The International Federation of Consulting Engineers (FIDIC)		
Original Date	1999		
Latest Revision Date	Not revised		
Type of Document	Guidelines		
Purpose and Summary	Standardisation, both in technical and administrative matters, is desirable for the satisfactory execution of many types of commercial projects. Major projects, whether they are predominantly building, civil engineering, chemical engineering, electrical engineering, mechanical engineering, or any combination, are frequently complex. With the resulting increased complexity of contract conditions, it is becoming increasingly important for them to be based upon a standardized form of contract with which the contracting parties and financial institutions are familiar. In the majority of cases, the contracting parties will react favourably to such a standardised form of contract, which should lessen the likelihood of unsatisfactory performance, increased costs and disputes. If the contract is to be based on standard conditions of contract, tenderers should not need to make financial provision for unfamiliar contract conditions. The widespread use of standard conditions also facilitates the training of personnel in contract management, reducing the need for them having to work with ever-changing contract conditions. Conditions of Contract for Construction, which are recommended for building or engineering works designed by the Employer or by his representative, the Engineer. However, the works may include some elements of Contractor-designed civil, mechanical, electrical and/or construction works.		
Application	Recommended for building or engineering works designed by the Employer or by his representative, the Engineer.		
Table of Contents	Chapter	Title	Page
	1	General Provisions	1
	2	The Employer	8
	3	The Engineer	10
	4	The Contractor	12
	5	Nominated Subcontractors	21
	6	Staff and Labour	22
	7	Plant, Materials and Workmanship	24
	8	Commencement, Delays and Suspension	26
	9	Tests on Completion	29
	10	Employer's Taking Over	30
	11	Defects Liability	32
	12	Measurement and Evaluation	35
	13	Variations and Adjustments	36
	14	Contract Price and Payment	40
	15	Termination by Employer	47
	16	Suspension and Termination by Contractor	49
	17	Risk and Responsibility	50
	18	Insurance	53
	19	Force Majeure	56
	20	Claims, Disputes and Arbitration	58
		Appendix	
		General Conditions of Dispute Adjudication Agreement	63
		Index of Sub-Clauses	I

Title	Conditions of Contract for Plant and Design-Build		
Source	The International Federation of Consulting Engineers (FIDIC)		
Original Date	1999		
Latest Revision Date	Not revised		
Type of Document	Guidelines		
Purpose and Summary	Standardisation, both in technical and administrative matters, is desirable for the satisfactory execution of many types of commercial projects. Major projects, whether they are predominantly building, civil engineering, chemical engineering, electrical engineering, mechanical engineering, or any combination, are frequently complex. With the resulting increased complexity of contract conditions, it is becoming increasingly important for them to be based upon a standardized form of contract with which the contracting parties and financial institutions are familiar. In the majority of cases, the contracting parties will react favourably to such a standardised form of contract, which should lessen the likelihood of unsatisfactory performance, increased costs and disputes. If the contract is to be based on standard conditions of contract, tenderers should not need to make financial provision for unfamiliar contract conditions. The widespread use of standard conditions also facilitates the training of personnel in contract management, reducing the need for them having to work with ever-changing contract conditions. Conditions of Contract for Plant and Design-Build which 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. The forms are recommended for general use where tenders are invited on an international basis. Modifications may be required in some jurisdictions, particularly if the Conditions are to be used on domestic contracts. While preparing these conditions it was recognized that, while there are many sub-clauses which will be generally applicable, there are some sub-clauses which must necessarily vary to take account of the circumstances relevant to the particular contract. The sub-clauses which were considered to be applicable to many (but not all) contracts have been included in the General Conditions, in order to facilitate their incorporation into each contract. The General Conditions and the Particular Conditions will together comprise the Conditions of Contract governing the rights and obligations of the parties. It will be necessary to prepare the Particular Conditions for each individual contract, and to take account of those sub-clauses in the General Conditions which mention the Particular Conditions		
Application	Recommended for the provision of electrical and/or mechanical plant, and for the design and execution of building or engineering works.		
Table of Contents	Chapter	Title	Page
	1	General Provisions	1
	2	The Employer	8
	3	The Engineer	10
	4	The Contractor	11
	5	Design	20
	6	Staff and Labour	23

Title	Conditions of Contract for Plant and Design-Build		
	Chapter	Title	Page
	7	Plant , Materials and Workmanship	25
	8	Commencement, Delays and Suspension	27
	9	Tests on Completion	31
	10	Employer's Taking Over	32
	11	Defects Liability	34
	12	Tests After Completion	37
	13	Variations and Adjustments	38
	14	Contract Price and Payment	42
	15	Termination by Employer	48
	16	Suspension and Termination by Contractor	50
	17	Risk and Responsibility	52
	18	Insurance	54
	19	Force Majeure	57
	20	Claims, Disputes and Arbitration	59
		Appendix	
		General Conditions of Dispute Adjudication Agreement	64
		Index of Sub-Clauses	i

Title	Conditions of Contract for EPC Turnkey Projects		
Source	Conditions of Contract for Plant and Design-Build		
Original Date	The International Federation of Consulting Engineers (FIDIC)		
Latest Revision Date	1999		
Type of Document	Not revised		
Purpose and Summary	Guidelines		
Application	Standardisation, both in technical and administrative matters, is desirable for the satisfactory execution of many types of commercial projects. Major projects, whether they are predominantly building, civil engineering, chemical engineering, electrical engineering, mechanical engineering, or any combination, are frequently complex. With the resulting increased complexity of contract conditions, it is becoming increasingly important for them to be based upon a standardized form of contract with which the contracting parties and financial institutions are familiar. In the majority of cases, the contracting parties will react favourably to such a standardised form of contract, which should lessen the likelihood of unsatisfactory performance, increased costs and disputes. If the contract is to be based on standard conditions of contract, tenderers should not need to make financial provision for unfamiliar contract conditions. The widespread use of standard conditions also facilitates the training of personnel in contract management, reducing the need for them having to work with ever-changing contract conditions. Conditions of Contract for EPC/Turnkey Projects, which may be suitable for the provision on a turnkey basis of a process or power plant, of a factory or similar facility, or of an infrastructure project or other type of development, where (i) a higher degree of certainty of final price and time is required, and (ii) the Contractor takes total responsibility for the design and execution of the project, with little involvement of the Employer. Under the usual arrangements for turnkey projects, the Contractor carries out all the Engineering, Procurement and Construction (EPC): providing a fully-equipped facility, ready for operation (at the “turn of the key”). The forms are recommended for general use where tenders are invited on an international basis. Modifications may be required in some jurisdictions, particularly if the Conditions are to be used on domestic contracts. While preparing these conditions it was recognised that, while there are many sub-clauses which will be generally applicable. there are some sub-clauses which must necessarily vary to take account of the circumstances relevant to the particular contract. The sub-clauses which were considered to be applicable to many (but not all) contracts have been included in the General Conditions, in order to facilitate their incorporation into each contract. The General Conditions and the Particular Conditions will together comprise the Conditions of Contract governing the rights and obligations of the parties. It will be necessary to prepare the Particular Conditions for each individual contract, and to take account of those sub-clauses in the General Conditions which mention the Particular Conditions		
Table of Contents	Chapter	Title	Page
	1	General Provisions	1
	2	The Employer	7
	3	The Employer's Administration	9
	4	The Contractor	10

Title	Conditions of Contract for EPC Turnkey Projects		
	Chapter	Title	Page
	5	Design	17
	6	Staff and Labour	20
	7	Plant , Materials and Workmanship	21
	8	Commencement, Delays and Suspension	24
	9	Tests on Completion	27
	10	Employer's Taking Over	29
	11	Defects Liability	30
	12	Tests After Completion	32
	13	Variations and Adjustments	34
	14	Contract Price and Payment	36
	15	Termination by Employer	41
	16	Suspension and Termination by Contractor	43
	17	Risk and Responsibility	45
	18	Insurance	47
	19	Force Majeure	50
	20	Claims, Disputes and Arbitration	52
		Appendix	
		General Conditions of Dispute Adjudication Agreement	57
		Index of Sub-Clauses	i

Title	Short Form of Contract		
Source	The International Federation of Consulting Engineers (FIDIC)		
Original Date	1999		
Latest Revision Date	Not revised		
Type of Document	Guidelines		
Purpose and Summary	These Conditions of Contract have been prepared by the International Federation of Consulting Engineers (FIDIC) and 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 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. The main aim has been to produce a straightforward flexible document which includes all essential commercial provisions and which may be used for all types of engineering and building work 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 his representative (if any). However, this form may also be suitable for contracts which include, or wholly comprise, contractor-designed civil, mechanical and/or electrical works. In addition, the Employer has a choice of valuation methods. Furthermore, although there is no reference to an impartial Engineer, the Employer may appoint an independent Engineer to act impartially, should he wish to do so. The form is recommended for general use, though modifications may be required in some jurisdictions. FIDIC considers the official and authentic text to be the version in the English language. The intention is that all necessary information should be provided in the Appendix to the Agreement, the latter incorporating the tenderer's offer and its acceptance in one simple document. The General Conditions are expected to cover the majority of contracts. Nevertheless, users will be able to introduce Particular Conditions if they wish, to cater for special cases or circumstances. The General Conditions and the Particular Conditions will together comprise the Conditions governing the rights and obligations of the parties.		
Application	These Conditions of Contract 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.		
Table of Contents	Chapter	Title	Page
		Agreement	I
		General Conditions	
	1	General Provisions	1
	2	the Employer	2
	3	Employer's Representative	3
	4	The Contractor	3
	5	Design by Contractor	3
	6	Employer's Liabilities	4
	7	Time for Completion	5
	8	Taking-Over	5
	9	Remedying Effects	5
	10	Variations and Claims	6

Title	Short Form of Contract		
	Chapter	Title	Page
	11	Contract price and Payment	7
	12	Default	8
	13	Risk and Responsibility	9
	14	Insurance	9
	15	Resolution of Disputes	10
		Index	11
		Particular Conditions	13
		Rules for Adjudication	15
		Note for Guidance	21
		Notes	31