



Fédération Internationale des Ingénieurs-Conseils
International Federation of Consulting Engineers
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Federación Internacional de Ingenieros Consultores

Conditions of Subcontract for **Construction**

FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER

GENERAL CONDITIONS

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS
OF SUBCONTRACT

FORMS OF LETTER OF SUBCONTRACTOR'S OFFER, CONTRACTOR'S
LETTER OF ACCEPTANCE AND SUBCONTRACT AGREEMENT

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SUBCONTRACT

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PREPARATION OF
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FIDIC® Conditions of Subcontract
for **CONSTRUCTION**

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General Conditions of Subcontract

1 Definitions and Interpretation

1.1 Subcontract Definitions

In the Conditions of Subcontract, which include Particular Conditions of Subcontract, Annexes to the Particular Conditions of Subcontract and these General Conditions of Subcontract, all words and expressions shall have the same meanings as are respectively assigned to them in the Main Contract, except where the context otherwise requires and except that the following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 “**Accepted Subcontract Amount**” means the amount accepted in the Contractor’s Letter of Acceptance for the execution and completion of the Subcontract Works and the remedying of any defects.
- 1.1.2 “**Annex**” means the document entitled annex attached to the Particular Conditions of Subcontract, completed by the Contractor and/or the Subcontractor, as included in the Subcontract. “**Annex A**” means the document entitled Annex A attached to the Particular Conditions of Subcontract, and similarly for “**Annex B**”, “**Annex C**”, and so on. All the annexes attached to the Particular Conditions of Subcontract are referred to jointly as the “**Annexes**”.
- 1.1.3 “**Appendix to the Subcontractor’s Offer**” means the completed pages entitled appendix to the subcontractor’s offer which are appended to and form part of the Subcontractor’s Offer.
- 1.1.4 “**Contractor**” means the person named as contractor in the Appendix to Subcontractor’s Offer and the legal successors in title to such person, but not (except with the consent of the Subcontractor) any assignee of such person.
- 1.1.5 “**Contractor’s Instruction**” means an instruction given by the Contractor’s Subcontract Representative in accordance with Sub-Clause 3.1 [*Contractor’s Instructions*].
- 1.1.6 “**Contractor’s Letter of Acceptance**” means the letter of formal acceptance signed by the Contractor of the Subcontractor’s Offer, including any appended memoranda comprising agreements between and signed by both Parties.
- 1.1.7 “**Contractor’s Subcontract Representative**” means the person named by the Contractor in the Appendix to the Subcontractor’s Offer or appointed from time to time by the Contractor under Sub-Clause 6.3 [*Contractor’s Subcontract Representative*], who acts on behalf of the Contractor.
- 1.1.8 “**Employer**” means the person named as employer in Part A of Annex A and the legal successors in title to, or assignees of such person.