DEFINITIONS

GLOSSARY

**Definitions:**

***Commission***: The Commission of the European Communities.

***Contracting Authority (Employer as per FIDIC rules)*** The Commission, the state or the public or private legal person concluding the contract, as provided for in the financing agreement.

***Works contracts***: Works contracts cover the execution, the design and execution or the realisation by any means whatsoever of a work corresponding to the requirements specified by the Contracting Authority. A 'work' is the outcome of a body of building or civil engineering works that is sufficient of itself to fulfil an economic or technical function.

***General conditions***: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

***Special conditions***: The special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications to the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

***Evaluation committee***: a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

***Candidate***: Any natural or legal person or group thereof applying to take part in a restricted or negotiated procedure.

***Tenderer***: Any natural or legal person or group thereof submitting a tender with a view to concluding a contract. The terms "supplier", "contractor" and "service provider" refer to three categories of economic operator, natural or legal persons, who supply products, execute works and provide services respectively.

***Contractor:*** The tenderer selected at the end of the procedure for the award of the contract.

***Tender dossier***: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

***Period***: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

***Breakdown of the overall price***: A heading-by-heading list of the rates and costs making up the price for a lump‑sum contract.

***Supervisor (Engineer as per FIDIC rules)***: The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority.

***Supervisor's representative***: Any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Supervisor will include his representative.

***Written communications***: Certificates, notices, orders and instructions issued in writing under the contract.

***Administrative order***: Any instruction or order issued by the Supervisor to the Contractor in writing regarding the execution of the works.

***Conflict of interest***: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

There is a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

***Day***: Calendar day.

***In writing***: This includes any hand-written, typed or printed communication, including telex, cable and fax transmissions.

***Tender price***: The sum stated by the tenderer in his tender for carrying out the contract.

***Contract price***: The sum stated in the contract representing the initial estimate payable for carrying out the works, or such other sum as ascertained at the end of the contract as due under the contract.

***Liquidated damages***: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

***General damages***: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

***Works***: Works of a permanent or temporary nature executed under the contract.

***Equipment***: Machinery, apparatus, components and any other articles intended for use in the works

***Plant***: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

***Drawings***: Drawings provided by the Contracting Authority and/or the Supervisor, and/or drawings provided by the Contractor and approved by the Supervisor, for the carrying out of the works.

***Site***: The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

***Maintenance period***: The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor.

***Final acceptance certificate***: Certificate(s) issued by the Supervisor to the Contractor at the end of the maintenance period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

***Provisional sum***: A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Supervisor.

***Day works***: Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

***Modification***: An instruction given by the Supervisor which modifies the works.

**Additional definitions:**

***Adjudicator***: the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.

***Bill of Quantities (BoQ):*** the priced and completed Bill of Quantities forming part of the Bid.

***Defect***: any part of the Works not completed in accordance with the Contract.

***Completion Date***: the date of completion of the Works as certified by the Supervisor.

***Contract***: the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Art. 2 of the Contract Form.

***Contractor’s Tender***: is the completed tendering document submitted by the Contractor to the Contracting Authority.

***Drawings***: include calculations and other information provided or approved by the Supervisor for the execution of the Contract.

***Materials***: all supplies, including consumables, used by the Contractor for incorporation in the Works.

***Site investigation Reports***: are those that were included in the tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

***Specifications***: the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

***Subcontractor***: a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

***Temporary Works***: works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.