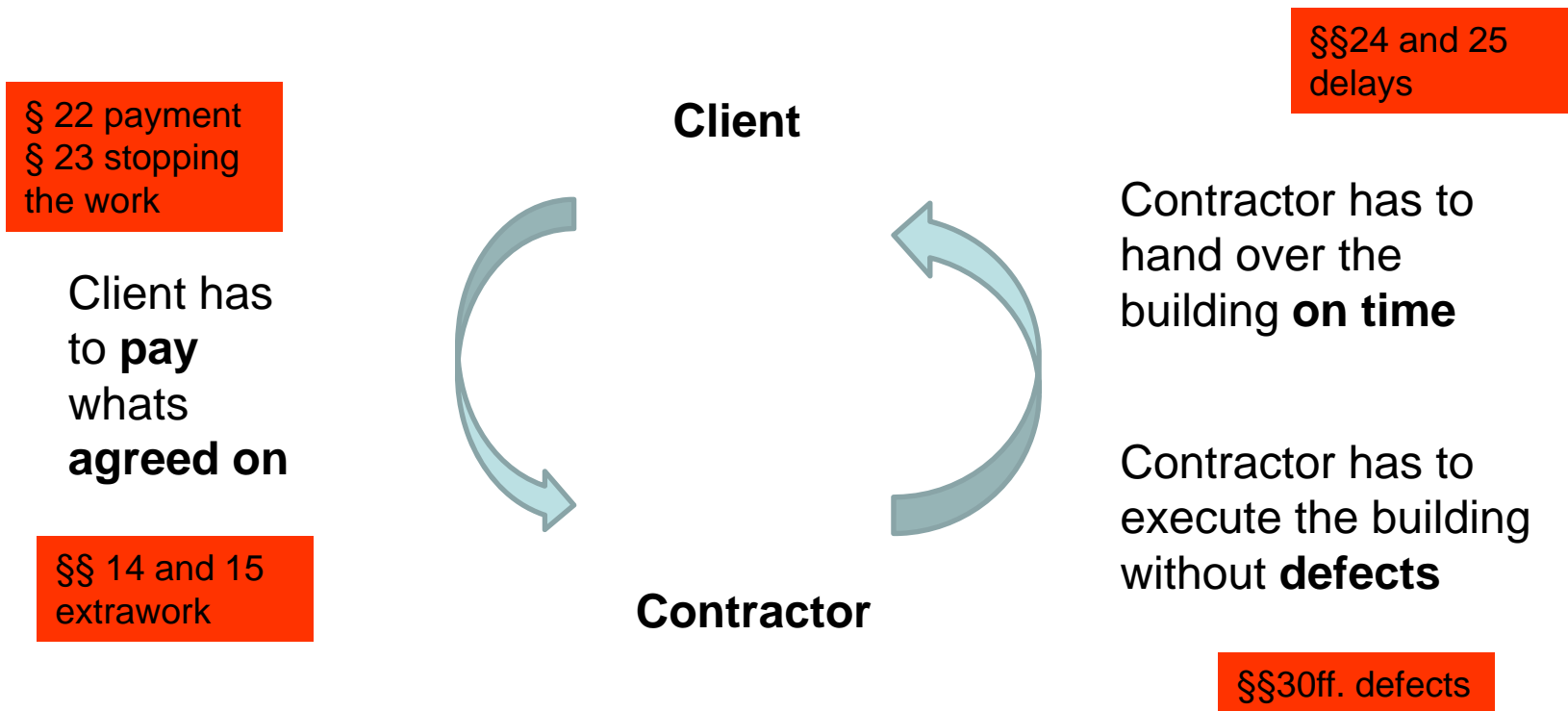


The agreement between the client and the contractor

Rights and duties!



How to decide the duties and the rights

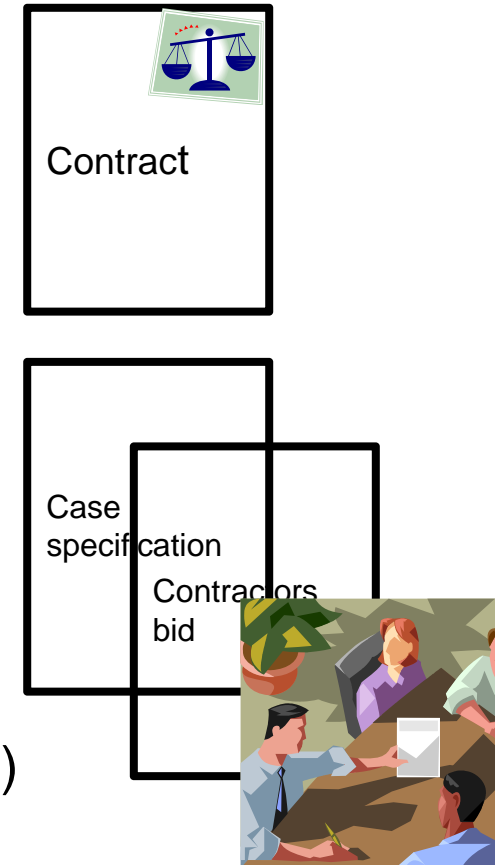
Look at the contract between the parties

The terms in the contract are defined:

- in the tendermaterial from the client and
- the conditions in the bid from the contractor +
- the outcome of a negotiation between the parties

Normally (in Denmark) based upon GC 92 (AB 92)

*General Conditions for the provision of works and supplies within
building and engineering*

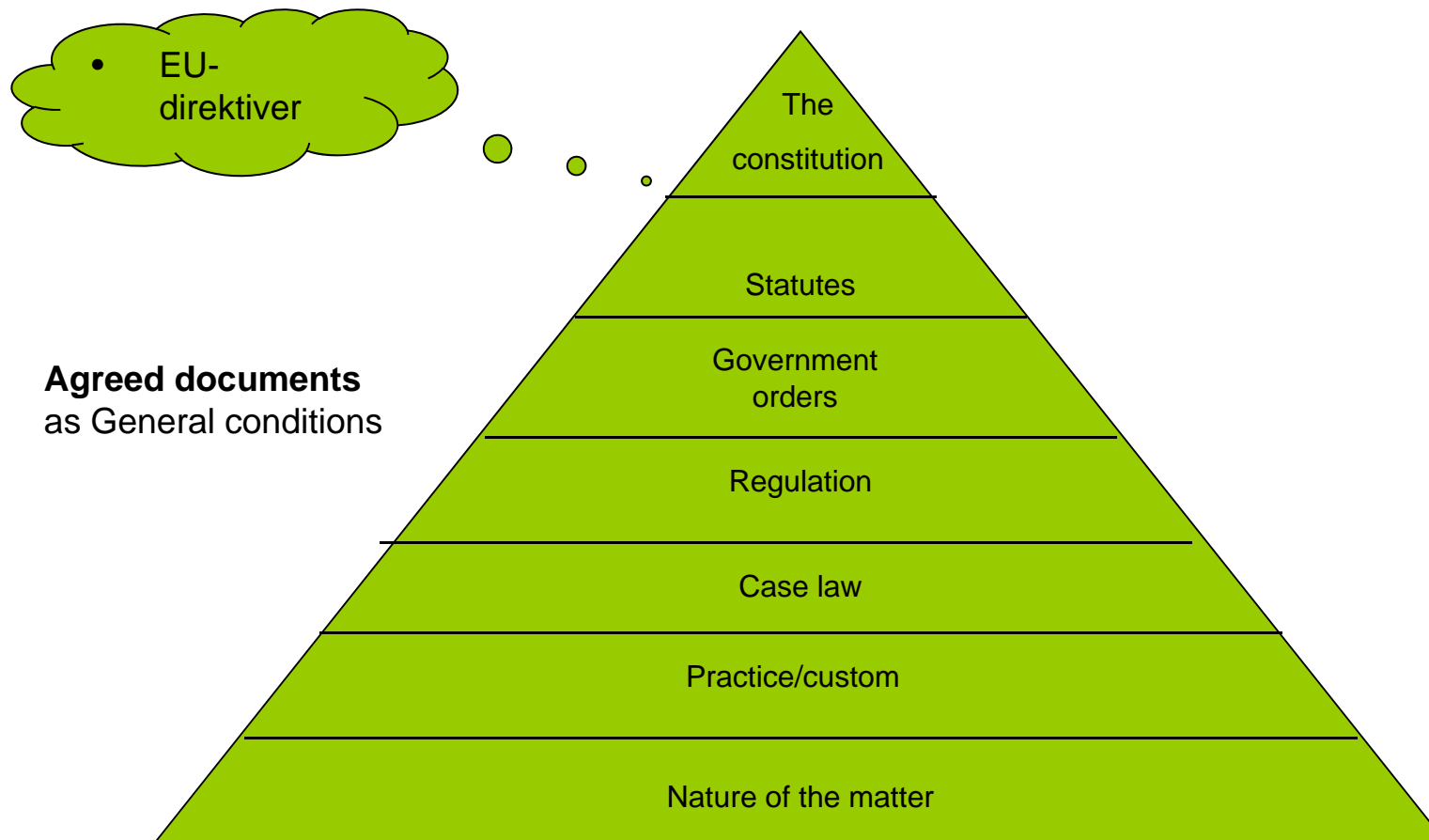


AB/GC 92

When is GC 92 in force?

- It is not a law, but an agreed document
- Have to be declared between parties

The law-sources



Overview of GC 92

List of content:

- A. Contractual basis
- B. Performance bond and insurance
- C. Performance of the contract
- D. **The employer's obligation to pay**
- E. **Extension of time limits and delay**
- F. Handing-over of the work
- G. **Defects**
- H. 1- and 5 years inspection
- I. Special provisions on determination
- J. Disputes

That's how the changes to GC 92 are structured in the casespecification you have received in the project

Part A

§ 2 - § 3

§2 Client's Tender material

Tender material have to be: Unambiguous

Tender material have to specify:

- Time schedule
- Ancient monuments
-

§3 Contractor's bid

.....

Contractor calculate the bid according to the tender material

Bids are open for acceptance for 20 working days

Scrutiny of the legal terms in the tender material:

- Use the contractors checklist
- The consequences of the scrutiny:

everything perfect		
unclear/unfair terms	—————>	questions to the client
"unfair" terms	—————>	no bid
	—————>	calculate a risk into the bid
	—————>	cover you self by the subcontractors

(we'll see to the terms for the subcontractors next time!)