

Replaces Norm SIA 118:1977/91

Allgemeine Bedingungen für Bauarbeiten  
Conditions générales pour l'exécution des travaux de construction  
Condizioni generali per l'esecuzione dei lavori di costruzione

## General terms and conditions for construction works



Reference number  
SN 507118:2017 en

Valid from: 2013-01-01

Published by  
Swiss Society of Engineers  
and Architects  
P.O. Box, CH-8027 Zurich

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2017-06 1<sup>st</sup> Edition

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## PREAMBLE

Norm SIA 118 (1977/1991) was prepared by the Swiss Society of Engineers and Architects in collaboration with

- the Swiss Contractors Association [*Schweizerischer Baumeisterverband*],
- the Swiss Industry Association [*Schweizerischer Gewerbeverband*],
- the Swiss Institute of Steel Construction [*Schweizerische Zentralstelle für Stahlbau*],
- the Swiss Association of Road and Transportation Experts [*Vereinigung Schweizerischer Strassenfachleute*],
- public construction procurement authorities, including the Schweizerische Baudirektoren-Konferenz.

It was revised between 2006 and 2012 by the Swiss Society of Engineers and Architects in collaboration with

- the Swiss Contractors Association [*Schweizerischer Baumeisterverband (SVB)*],
- the Swiss Industry Association [*Schweizerischer Gewerbeverband (SGV)*],
- the Swiss Institute of Steel Construction [*Schweizerische Zentralstelle für Stahlbau (SZS)*],
- the Swiss Association of Road and Transportation Experts [*Vereinigung Schweizerischer Strassenfachleute (VSS)*],
- the Swiss Federal Railway Company [*Schweizerische Bundesbahn (SBB) AG*],
- the Coordination Conference of the Building and Construction Boards of the Public Construction Procurement Authorities [*Koordinationskonferenz der Bau- und Liegenschaftsorgane der öffentlichen Bauherren (KBOB)*],
- the Swiss Conference of Construction, Planning, and Environmental Authorities [*Schweizerische Bau-, Planungs- und Umweltdirektoren-Konferenz (BPUK)*],
- the Interest Group of Private Construction Procurement Professionals [*Interessengemeinschaft privater, professioneller Bauherren (IPB)*],
- the Association of Swiss General Contractors [*Verband Schweizerischer Generalunternehmer (VSGU)*].

### Content and purpose of the Norm

The Norm provides rules for the formation, terms, and performance of contractual agreements for construction works. It clarifies the terminology commonly used in such contracts, recapitulates the relevant legal issues and, on the basis of past experience, furnishes practical suggestions for resolving them in a reasonable manner, taking into account the interests of all parties. Where the Norm describes rights and obligations, it becomes legally binding on the parties insofar as they designate it as constituting an integral part of their agreement. Rules that already apply by operation of law are indicated in the Norm by a reference to the applicable statutory provision.

The Norm is intended to facilitate the formation and drafting of contractual agreements. It is also intended to encourage, insofar as possible, the use of uniform contractual terms and conditions in the construction industry. In this way it serves to promote greater efficiency in construction.

The Norm is applicable to all construction works. Technical provisions for the execution of construction works are established in the standards published by professional associations.

### Principal changes as compared to Norm SIA 118 (1977/1991)

- Numerous editorial changes (with regard to German usage, e.g., *Rückbau* rather than *Abbruch* for demolition, etc.),
- clarifications in respect of public procurement law,
- for price changes, the procedure based on documentation of quantities has been replaced by the price index method as the default procedure. Articles 69–82 have accordingly been deleted (while the numbering has remained unchanged),
- the Norm consistently uses the term “defects notification period” in lieu of “warranty period”. This merely incorporates the relevant footnote from the 1991 version of the Norm into the body of the text,
- hence, unless otherwise agreed, the stated prices are understood as not including VAT (the customary practice in the construction industry, for which hitherto, however, there was no express provision),
- the rules on jurisdiction are in accordance with the terms of the new Civil Procedure Code,
- express provision stating that verification and load tests do not constitute acceptance, unless it has been so agreed,
- total retained payment amounts (5% and 10%) have been adjusted for inflation since 1977.

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	This translation was sponsored by the Institute for Swiss and International Construction Law of the University of Freiburg (Switzerland)	

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## Approval and validity

The present Norm SIA 118 was approved by the delegates of the SIA on 10 November 2012.

It is valid as from 1 January 2013.

It replaces the Norm SIA 118 *General terms and conditions for construction works*, edition 1977/91.

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