PRESENT

Accredited FIDIC Contract Courses on:

“The Practical Use of the 1999 FIDIC Conditions of Contract for Construction & Design-Build” (Module 1)

25 - 27 November 2019

“The Management of Contract Claims and the Resolution of Disputes under the 1999 FIDIC Contracts” (Module 2)

28 - 29 November 2019

At Hotel
Wood Land, Durbarmarg, Kathmandu

Course Fees: NPR 88,000.00
For Further information and registration please contact

Mr. Durga Nidhi Sharma, 9851178860
SMART Pvt. Ltd., Kathmandu
Tel. no. 01-4102784/9851178860
Website: www.smart.info.np
E-mail: smartpvt@outlook.com
Overview:

The 1999 FIDIC Conditions of Contract are being increasingly used by the international Construction Industry throughout the World. The Multi-Lateral Development Banks, including the World Bank, Inter-American Development Bank & Caribbean Development Bank have adopted the 1999 FIDIC Conditions of Contract for Construction with modifications known as Harmonised Construction Contract.

Module 1 gives the delegates a sound understanding on the practical use of the FIDIC Construction (Red Book) & Design-Build (Yellow Book) Contracts. The procedures and application of the Contract clauses are explored and made realistic through extensive work exercises. Delegates will be much more confident in using these complex Contracts after completing the course.

Module 2 is designed to provide practical assistance to those working with the FIDIC 1999 Contract Conditions in the management of variations claims whether time and/or cost related. The objective is to avoid claims becoming disputes but should this occur the FIDIC Dispute Adjudication process is fully explained. As with Module 1 work exercises bring the Contract clauses to “life” with the participation of all delegates in their solution.

Both courses are applicable to all the Parties involved within a 1999 FIDIC Contract including representatives of the Employer, the Contractor, the Engineer, and associated professionals. By having a professional understanding of the responsibilities and rights of the Parties under 1999 FIDIC Contracts, the prospects for successful projects are greatly increased and the resolution of claims will be achieved more successfully.

Seminar Tutor:

Ms. Asel El Housan, Founder, Head of Contracts and Commercial, AEH Consultancy L.L.C., Engineering and Claim Consultancy, FIDIC is an accredited FIDIC trainer

Course Materials:

Delegates will be provided the following materials, in English:

- FIDIC Conditions of Contract for EPC Turnkey 2017 Edition (Silver Book)
- Work Exercises

Who Should Attend?

The training course provides the necessary knowledge for professionals from Government Ministries and Agencies, Private Sector Employers, Consulting Engineers, Contractors, Quantity Surveyors, Architects, Planning team, Legal Advisers and all involved with the implementation and management of large Works Contracts. It is particularly important to those involved in preparing or managing infrastructure projects financed under MDBs’ Funds, the EU Cohesion and Structural Funds, as all their Works Contracts use the FIDIC Conditions of Contract.

Registration Fee:

Delegate fee for Module 1 & 2 is NPR 88,000 for both courses
Features and Introduction

➢ Introduction to FIDC
➢ Background to FIDIC Contracts Harmonization based on the Type of Project Features of the 1999 Editions
➢ Structure of the Documents Forms
➢ Overview of the 1999 Contracts
➢ Main Differences between the 1999 Rainbow
➢ Main Differences between the 1999 Construction Contract and the 1987 Red Book
➢ Main Differences between the 2017 and the 1987 Construction Contract
➢ User Friendliness
➢ Preparation of Conditions of Contract
➢ Relationship between FIDIC Conditions of Contract and Legal Systems
➢ Relationship between FIDIC Conditions and Public Procurement Law Risk Analysis
➢ Construction Contract
➢ Features of the Contract
➢ Preparation of Conditions of Contract
➢ Risk allocation
➢ Which form to use?

1. Responsibilities of the Main Parties

Clause 1 - General Provisions
Clause 2 - The Employer
Clause 3 - The Contractor
Clause 4 - The Engineer
Clause 5 - Construction Contract: Nominated Subcontractors
2. Management of Projects
   Clause 6 - Staff and Labor
   Clause 7 - Plant Material and Workmanship
   Clause 8 - Commencement Delays and Suspension
3. Financial Clauses and Procedures
   Clause 12 - Construction Contract: Measurement and Evaluation
   Clause 13 - Variations and Adjustments
   Clause 14 - Contract Price and Payment
4. Project Closure
5. Tests on Completion
   Clause 9 - Tests on Completion
   Clause 11 - Plant Contract: Tests after Completion
6. Taking Over
   Clause 10 - Employer’s Taking Over;
   Clause 11 - Defects Liability
7. Suspension and Termination
   Clause 15 - Termination by Employer
   Clause 16 - Suspension and Termination by Contractor
8. Risk, Liability and Force Majeure
   Clause 17 - Risk and Responsibility,
   Clause 18 - Liability and Insurance
   Clause 19 - Force Majeure
9. **Claims, Disputes and Arbitration**

Clause 20 - Claims, Disputes and Arbitration

Contractor’s Claims and Employer’s Claims;

Claims procedures

Dispute Adjudication Board

Amicable Settlement

Arbitration
Ensuring that staffs using FIDIC contracts can manage claims and disputes. Explaining the notification procedure for the different types of Claims, how to prepare and submit the claims and the Variations, discussing the employer’s Claims and the Contractor’s Claims, and the evaluation of the Claims and variations.

**Introduction**
- Definition and differences
- Proper documentation in place
- Differences between FIDIC 1987 and 1999

**What is the Variation**
- Definition
- Variation sources
- Variation after the issuance of the Taking over Certificate.
- Value Engineering

**Scope of work between Lump Sum and re-measured Contract**

**BOQ rates between Lump Sum and Re-measured Contract**

**Variation Procedure**
- BOQ rates and prices
- Fixing the rates based on the BOQ
- Introducing new rates
- Omission
- Substantiation
- Breakdown of Lump Sum item

**Variation Determination**
- Engineer’s Authority to fix the rate
- Applicable rates
- Due Consultation
- Variations exceeding 20%
- Adjustment of rates
- Adjustment for change in cost
- Adjustment for change in legislation

**Daywork**
Provisional Sum
- Definition of Provisional Sum
- Use of Provisional Sum

Nomination Subcontractors
- Definition of “nominated Subcontractor”
- Objection to Nomination
- Payments to nominated Subcontractors
- Evidence of Payments

Claim Management
- What is the Claim
- Risk allocation and management

Contractor’s Claim
- Claim Procedure
- Claim Time Bar
- Notification of Claims
- Submission of Particulars
- Failure to submit
- Engineer’s assessment and principles of claim
- Engineers valuation
- Engineer’s determination, Clause 3.5
- Payment of Claim

Employer’s Claim
- Claim Procedure
- Claim Time Bar
- Notification of Claims
- Submission of Particulars
- Failure to submit
- Engineer’s assessment and principles of claim
- Engineers valuation
- Engineer’s determination, Clause 3.5

*Interim submission

Program
- Base Line
- Program
- Recovery Program
- Program update

Time Extension
- When the time can be extended
Procedure of submission

• When the time can be extended
• Loading the events to the Base Line Program
• Cause and Effect Analysis
• Claim Substantiation
• The impact of absence of the approved Program

Prolongation cost

• What is Prolongation Cost
• Prolongation Cost calculation

Penalties or Liquidated Damages

Force Majeure

• Claim Procedure
• Claim Effect
• Claim Quantum

Disruption Claim

• Documentation and submission
• Claim Principle
• Claim Quantum

Loss of Productivity Claim

• Documentation and submission
• Claim Principle
• Claim Quantum

Acceleration Claim

• Documentation and submission
• Claim Principle
• Claim Quantum

Damages Claim

• Documentation and submission
• Claim Principle
• Claim Quantum

Abortive Work Claim

• Documentation and submission
• Claim Principle
• Claim Quantum

**Disputes and Arbitration**

• Disputes
• Amicable Settlement
• Dispute Adjudication Board
• Arbitration