



IN ASSOCIATION WITH



International Federation of
Consulting Engineers

PRESENT

INTERNATIONAL CONSTRUCTION CONTRACTS TRAINING COURSE

ON

“THE PRACTICAL USE OF THE 1999 FIDIC CONDITIONS OF CONTRACT”

AT

LIMAK AMBASSADORE HOTEL

Ankara, TURKEY

November 21st – 22nd, 2012

Tutors:

James Perry, Civil Engineer, Lawyer, International FIDIC Accredited Trainer

Levent Irmak, MSc. Civil Engineer, Contracts Consultant, Principal & Founder of MC² MODERN

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Visit Web Sites

www.fidic.org/events

www.mc2modern.com

THE PRACTICAL USE OF THE 1999 FIDIC CONDITIONS OF CONTRACT

The Essentials of Contractual Know-How for International Construction Projects

OVERVIEW

MC² MODERN Construction Consulting proudly presents this practical training course as it is the first International FIDIC Contracts training to be given under its name. This training event is organized in association with FIDIC.

This is a **two-day course** on “The Practical Use of the 1999 FIDIC Conditions of Contract”, which is designed to provide practical guidance to those who are involved in administration of the new FIDIC Forms of Contract – the Employers, the Contractors, the Engineers and the DAB Members. The 1999 FIDIC Contracts are being increasingly used in the international construction industry, particularly in Central and Eastern Europe, Middle East, Africa and the Caucasus. The aim of this training course is to help the participants gain confidence in working with these documents by having a good understanding of the risk allocation structure, roles, responsibilities and rights of the Parties under the 1999 FIDIC Contracts.

The course will cover explanations, illustrations and case studies for the use of the FIDIC Conditions of Contract for Construction (Red Book) and the FIDIC Conditions of Contract for Plant and Design-Build (Yellow Book). Additionally, certain aspects of the FIDIC Conditions of Contract for EPC / Turnkey Projects (Silver Book) and the MDB Harmonized Edition will be discussed.

SEMINAR TUTORS

The tutors are provided by MC² MODERN Construction Consulting in collaboration with FIDIC. MC² MODERN specializes in training and consultancy to both local and international construction and infrastructure industries. The training course is provided by two recognized professionals in the construction industry who possess extensive international experience.

James Perry (Civil Engineer, Lawyer, International FIDIC Accredited Trainer)

Levent Irmak (MSc. Civil Engineer, Construction Contracts Consultant, Principal at MC² MODERN)

COURSE MATERIALS

- FIDIC Conditions of Contract for Construction (*Red Book*)*
- FIDIC Conditions of Contract for Plant and Design-Build (*Yellow Book*)*
- Course Notes for supplemental information on Construction Contracts
- Set of presentation slides used during the training seminar – to be used as “work book”
- Work Exercises

WHO SHOULD ATTEND?

The training course provides the essential knowledge to construction professionals who work at Government Institutions and Agencies, State or Private Employer Organizations, Consulting / Architecture & Engineering Firms, Construction Companies, Sub-Contracting Companies and Legal Advisors and to those who are involved in managing international construction projects financed by multilateral development banks.

* *See Registration Form on last page for details. Delegates may request for FIDIC EPC/Turnkey Contract (Silver Book) in lieu of Red or Yellow book no later than 31-Oct-2012.*

PROGRAMME

<p>Day 1: 21-Nov-2012.</p> <p><u>8.30-9.00 Registration, Coffee/ Tea in Foyer</u></p> <p><u>Session 1</u> (9:00 – 10:30) Introduction & Principles:</p> <ul style="list-style-type: none"> • FIDIC: Organization and Background • Examination of Contracts • Structure of the Documents • Risk Analysis • Which Book to use? <p><i>10:30 – 11:00 Coffee Break</i></p> <p><u>Session 2</u> (11:00 – 12:30) Responsibilities of the Main Parties</p> <ul style="list-style-type: none"> • General Provisions • The Employer • The Contractor • The Engineer • Nominated Subcontractors • Design <p><i>12:30 – 13:30 Lunch Break</i></p> <p><u>Session 3</u> (13:30 – 15:00) The Management of Projects</p> <ul style="list-style-type: none"> • Staff and Labour • Plant, Material and Workmanship • Commencement, Delays and Suspension • Employer's Taking Over, Defects Liability <p><i>15:00 – 15:30 Coffee Break</i></p> <p><u>Session 4</u> (15:30 – 17:00) Tests</p> <ul style="list-style-type: none"> • Tests on Completion • Tests after Completion 	<p>Day 2: 22-Nov-2012</p> <p><u>8.30-9.00 Coffee/ Tea in Foyer</u></p> <p><u>Session 5</u> (9:00 – 10:30) Financial Clauses and Procedures</p> <ul style="list-style-type: none"> • Measurement and Evaluation • Variations and Adjustments • Contract Price and Payment <p><i>10:30 – 11:00 Coffee Break</i></p> <p><u>Session 6</u> (11:00 – 12:30) Risk, Force Majeure and Termination</p> <ul style="list-style-type: none"> • Risk and Responsibility • Liability and Insurance • Force Majeure • Termination by Employer • Suspension and Termination by Contractor <p><i>12:30 – 13:30 Lunch Break</i></p> <p><u>Session 7</u> (13:30 – 15:00) Claims, Disputes and Arbitration</p> <ul style="list-style-type: none"> • Notice of Claim • Contractor's Claims Procedures • Employer's Claims Procedures • Disputes • Amicable Settlement • Dispute Adjudication Board • Arbitration <p><i>15:00 – 15:30 Coffee Break</i></p> <p><u>Session 8</u> (15:30 – 17:00) Principle Differences between the Contracts</p> <ul style="list-style-type: none"> • FIDIC Red Book vs. MDB Harmonised Version • Yellow Book vs. Silver Book
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- ✓ Throughout the seminar, there will be opportunities for questions, Sample Cases to be studied and interactive work exercises involving different contract clauses and circumstances.
- ✓ Training Seminar Fee includes all lunches, coffee/tea breaks, tuition, course certificate and documentation, including two FIDIC Contracts (Red and Yellow Books).

Two-day Training Course entitled:

“The Practical Use of the 1999 FIDIC Conditions of Contract”

21-22 November 2012

LIMAK AMBASSADORE HOTEL
Ankara, Turkey

Please complete in **BLOCK CAPITALS**; details to appear on name badges.

Delegate & Company details:

Mr/Mrs/Miss/Ms
(First & Surname) _____

Job Title _____

Company _____

Address _____

_____ Country _____

TAX ID No. _____

Telephone: _____ EXT _____

Fax: _____

Email: _____

Registration Fee per delegate: €790*

* For Invoices issued to tax-paying Entities from within Turkey, VAT (18%) and Withholding Tax (20% - Stopaj) shall be the responsibility of such Entity.

Payment Method:

Bank Transfer payable to:

MC2 MODERN Danismanlik

Saray Mah. AKKOM Ofis Park 2 Blok K:10
34768 Umraniye, Istanbul

Türkiye İş Bankası Kiziltoprak, Istanbul Branch Code (1071)	Account No: 1071 - 0725237 Swift Code: ISBKTRxxx IBAN: TR42 0006 4000 0011 0710 7252 37
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All bank-charges for Wire Transfers or Deposits are the delegate's responsibility.

SELECTION OF DOCUMENT

I would like to get FIDIC EPC / Turnkey Contract (Silver Book) in lieu of:

FIDIC Conditions of Contract for Construction (**Red Book**) or

FIDIC Conditions of Contract for Plant and Design-Build (**Yellow Book**)

If no box is checked, Red and Yellow Books will be provided.

How to Register

By Email: E-mail completed Registration Form to: register@mc2modern.com

By Fax: Fax completed Registration Form to (+90) 216 250 3232.

By Phone: Phone us to start registration process at (+90) 216 250 3234

ONLINE: Online Registration is available on FIDIC website (fidic.org/events).

Terms and Conditions

1) Seminar Fee, Registration & Payment Receipts

The full fee is payable in advance in Euro and includes the cost of all lunches, coffee/tea breaks, tuition, course certificate and documentation, including two FIDIC Contracts (Red and Yellow Books). Delegates may request by ticking an appropriate box on bottom of left column for FIDIC EPC/Turnkey Contract (Silver Book) in lieu of Red or Yellow Book no later than 31-Oct-2012. Please note that **the registration process shall not be complete until we have received both the signed Registration Form and Payment**. Once both received, we will confirm it with the registered delegate by an acknowledgement via email or fax. We reserve the right to refuse admission or withhold materials if payment is not received and to adjust invoices to reflect changes in VAT if any. Registration will be closed 7 (seven) days before the event date.

2) CANCELLATIONS

Cancellations by delegates must be made in writing and received no later than 14 days before the seminar, in which event we will refund the fee less 10% cancellation charge to cover administration costs. After this date it is regretted that no refunds of fees will be made and the full registration fee will be payable. For registrations made within two weeks of the date of the seminar, no refund shall be made. Substitutions may be made at any time.

3) CANCELLATION BY ORGANIZERS

We reserve the right to cancel the event if it is under-subscribed or for any other reason. In the event of cancellation, we will refund the seminar fee in full. It may also be necessary for reasons beyond the control of the Organizers to change the contents, the tutors, the date or the venue of the seminar. In case of postponement, registered delegates have the right to choose to attend the seminar on the new dates or to request for refund. Organizers shall not be held liable for any pre-booked travel or accommodation costs in case of cancellation or postponement.

4) Hotel Accommodation

Delegates must arrange their own hotel accommodation and payment thereof. Limited accommodation is available at a special Seminar Rate at **Limak Ambassadeur Hotel**, Ankara. Delegates can use Event Code (MC2FIDIC12) when booking to take advantage of a discounted rate. (Book direct with Limak Ambassadeur Hotel (+90) 312 428 4848. For more info, visit www.limakhoteles.com/ambassadeur)

5) Bank Charges and Taxes

All bank-charges for Wire Transfers or Deposits are the delegate's responsibility and shall be invoiced to the delegate if it is charged to our account. For Invoices issued to tax-paying Entities from within Turkey, VAT (18%) and Withholding Tax (20% - Stopaj) shall be the responsibility of such Entity.

I have read and accept the above Terms and Conditions.

Name _____

Job Title _____

Signature _____

Questions or queries should be directed to Mr. Irmak at (+90) 216 250 3234 or info@mc2modern.com.