



# FIDIC Workshops

| 22-23 March 2015 |

**Module 1: Practical Use of FIDIC Conditions of Contracts**

| 24-25 March 2015 |

**Module 2: Management of Claims and Disputes resolution under the FIDIC contracts**

**About these workshops**

These special two-day events have been designed to ensure that staff using FIDIC contracts have essential know-how for working on today's international projects and can manage claims and disputes properly. The FIDIC Module 1 & Module 2 Workshops programs have been designed to be highly practical and include active participation in 'hands-on' workshops and discussion sessions.

The workshop leader is highly qualified in experience of the FIDIC Contracts.

## Who should attend?

This event will be of great interest to all those actively involved in international projects, including representatives from Consulting Engineers, Contractors, Funding Agencies, Employers, Insurers, Manufacturing Organizations as well as representatives from the Legal and other Construction Professions.

## Certificates and documentation

Participants will receive a FIDIC course completion certificate, copy of the FIDIC Red & Yellow 1999 contracts book referred to during the event, plus full written documentation.

| Amman, Jordan | 22-25 March 2015 |  
09:00 am – 05:00 pm |

**Engineers Training Center is a FIDIC Accredited Training Supplier**



## Venues and date

ETC venue details are confirmed to delegates following registration. Workshops are held at outstanding venues.



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الجمعية الهندسية الأردنية  
Jordan Engineers Association



مجلس الأعمال العربي  
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FIDIC Middle East Training Office Engineers Training Center (ETC) Jordan Engineers Association 27, Sate' Housari St, Shmaisani, Amman, Jordan P.O.Box : 940188 | p: +962-6-5622562 | f: +962-6- 5650537

# Course Outline



## FIDIC INTERNATIONAL TRAINING PROGRAMME

### FIDIC Contract Module 1: Practical Use of the FIDIC Contracts

Program: two-day seminar or training course

The course is designed to help the participants have confidence in working with these documents whether representing employers, consultants or contractors. Case studies are included.

Day 1	<p><b><u>FIDIC Contract Documents: Introduction and Principles</u></b>            Introduction to FIDIC            Background to FIDIC Contracts            Harmonisation based on the Type of Project            Features of the 1999 Editions            Structure of the Documents            Forms            Main Differences between the 1999 Construction Contract and the 1987 Red Book            User Friendliness            Preparation of Conditions of Contract            The Legal Character of FIDIC Conditions of Contract            Relationship between FIDIC Conditions of Contract and Legal Systems            Relationship between FIDIC Conditions and Public Procurement Law            Risk Analysis            Which form to use?            Overview of the 1999 Contracts            - Construction Contract            - Main Differences between the Construction Contracts</p> <p><b><u>Responsibilities of the Main Parties</u></b>            Clause 1 - General Provisions and General Issues            Clause 2 - The Employer            Clause 3 - The Contractor            Clause 4 - The Engineer            Clause 5 - Construction Contract: Nominated Subcontractors            Clause 5 - Plant and Design-Build Contract: Design</p> <p><b><u>Management of Projects</u></b>            Clause 6 - Staff and Labour            Clause 7 - Plant Material and Workmanship            Clause 8 - Commencement Delays and Suspension            Clause 10 - Employer's Taking Over; Defects Liability</p>
Day 2	<p><b><u>Tests on Completion</u></b>            Clause 9 - Tests on Completion            Clause 11 - Plant Contract: Tests after Completion</p> <p><b><u>Financial Clauses and Procedures</u></b>            Clause 12 - Construction Contract: Measurement and Evaluation            Clause 13 - Variations and Adjustments            Clause 14 - Contract Price and Payment</p> <p><b><u>Suspension and Termination</u></b>            Clause 15 - Termination by Employer            Clause 16 - Suspension and Termination by Contractor</p> <p><b><u>Risk, Liability and Force Majeure</u></b>            Clause 17 - Risk and Responsibility,            Clause 18 - Liability and Insurance            Clause 19 - Force Majeure</p> <p><b><u>Claims and Disputes and Arbitration</u></b>            Clause 20 - Claims, Disputes and Arbitration            Inherent Project risk            Contractor's Claims and Employer's Claims; Claims procedures</p>



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## FIDIC CAPACITY BUILDING PROGRAMME

### Management of Claims and the Resolution of Disputes (Contracts Module 2)

Program: two-day seminar or training course

With all FIDIC contracts there will be claims. This training module is designed to provide practical advice to those working with the FIDIC conditions of contract in the management of claims, understanding, defending and achieving the resolution to claims, and the workings of the Dispute Adjudication Board and Arbitration.



Day 1	<b>Introduction</b>
	General Introduction Introduction to the FIDIC Contracts
	<b>Managing Variations</b>
	Variations covered by Clause 13 and related clauses Definition Initiation and instruction of variations Role of the Engineer FIDIC approach (Construction versus Plant and Design-Build Contract)
	<b>The Management of Claims</b>
	Claims: causes and risks Inherent project risks Allocation of risks under FIDIC contracts Analysis of contractual risk
	Notices and claims procedures Clauses requiring notice by the Contractor Employer's/Engineer's claims, Sub-Clause 2.5 Delegation by the Engineer, Sub-Clause 3.2
	Contractor's claims, Sub-Clause 20.1 Notification of claims Contemporary records Preparation of claims Engineer's assessment and principles of claim Engineers valuation Engineer's determination, Clause 3.5
	Claims for delay Extension of time, Sub-Clause 8.4 and 8.5 Force majeure, Sub-Clause 19.4 Delay damages
	Claims for additional payment I Ground conditions, Sub-Clause 4.12 Late possession, Sub-Clause 2.1 Breaches of contract
	Employer's financial claims Procedure Delay damages Defects in works and/or design Defects in work and design Retention and bonds
	Case study on claims procedures Actions by the Contractor Actions by the Employer Actions by the Engineer



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<b>Day 2</b>	<b>The Responsibilities of the Main Parties</b>
	<ul style="list-style-type: none"> <li>General Issues</li> <li>The Employer</li> <li>The Engineer</li> <li>The Contractor</li> <li>Termination by the Employer</li> <li>Suspension and Termination by the Contractor</li> <li>Risk and responsibility</li> <li>Force majeure</li> </ul>
	<b>The Resolution of Disputes</b>
	<ul style="list-style-type: none"> <li>Dispute Adjudication Board principles</li> <li>Types of DAB</li> <li>Guarantees and general obligations of the DAB</li> <li>Nomination of DAB</li> <li>Qualifications and selection of members</li> <li>Cost and Payments to the DAB</li> </ul>
	<ul style="list-style-type: none"> <li>Dispute Adjudication Board working</li> <li>Appointment</li> <li>Failure to agree</li> <li>Referral to the DAB</li> <li>Presentation of evidence to the DAB</li> <li>The DAB's decision</li> </ul>
	<ul style="list-style-type: none"> <li>Post-DAB decision processes</li> <li>Implementation</li> <li>Post-DAB mediation</li> <li>Enforcement</li> <li>Amicable settlement</li> <li>Arbitration</li> </ul>
	<ul style="list-style-type: none"> <li>Case study of dispute resolution by DAB</li> <li>Presentation by Contractor</li> <li>Employer's response</li> <li>DAB adjudication and decision</li> </ul>
	<b>Arbitrating Claims</b>
	<ul style="list-style-type: none"> <li>ICC Rules</li> <li>Selecting arbitrators</li> <li>Use of experts</li> </ul>



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Website: [www.jea.org.jo](http://www.jea.org.jo)  
Engineers Training Center

# How to register

**By Email:** Please email full registration information or booking form to: [m.ahmad@jea.org.jo](mailto:m.ahmad@jea.org.jo)

**By Fax:** Please complete the attached Booking Form, inserting event date & location and fax it to: **+962-6-5650537**

**By Phone:** Just phone Registrations on **+962-6-5000900**  
**Ext: 194**

**Fees:** USD 1000 per delegate per module. For Multiple Delegates the fees are USD 950 per delegate per module.

The full fee is payable in advance and includes the cost of all lunches, refreshments, tuition, course certificate and documentation, including a copy of the FIDIC contracts to be discussed during the workshop. The language of the workshop is English.

## Terms and conditions:

Payment is required in advance of the event and must be made in USD.

ETC reserves the right to refuse admission or withhold materials if payment is not received.

Invoices and/or receipts will be issued to all delegates.

Refunds (less 10% charge to cover administration costs) will be made for cancellations received in writing no later than 14 days before the event. After this date it is regretted that refunds of fees will not be made.

It may be necessary for reasons beyond the control of ETC to change the contents or timing of the program, the speakers, the date or the venue. In the unlikely event of the program being cancelled by ETC, we will automatically make a full refund.

Participants are responsible for arranging their own travel, visas and overnight hotel accommodation and these are not included in the fee. Venue details will be sent following confirmation of registration.

