



## **FIDIC's Conditions of Contracts**

### **5 - Day Training Program**

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**Risk Management Specialist**  
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### **Key Aims of the Events**

- Gain a good understanding of the range of FIDIC documents, with the new harmonised Conditions of Contract for use by Multilateral Development Banks, and how they are used in the working environment.
- Understand the roles of the various parties, and explore through discussion and case studies the types of issues that can arise and how they might be dealt with.
- Explore the execution of the works and common problem areas.
- Understand your rights when variations arise, including payment and contract requirements.
- Examine the procedures involved in suspension and termination.
- Learn how to best manage risk, claims, disputes and arbitration.

### **Who Should Attend?**

This first section of the programme is designed as an introduction for newcomers to FIDIC, and an overview and re-evaluation for more experienced FIDIC users. The programme then continues for all potential and actual users of FIDIC documents, with the evaluation of recent examples of FIDIC contracts in practical use, issues that have arisen, latest developments and management of risks.

### **COURSE CONTENTS**

Day One

#### **Introduction from the chair - FIDIC's aims and objectives**

- Who is FIDIC?
- What does FIDIC do?
- Why use FIDIC Contract Documents?
- What's next in the pipeline?



## **Introduction to the Contract Series**

- How has the standard suite evolved to take into account the changing methods of project execution?
- What do they all have in common and why? Where are they different?
- Construction Contract
- Plant & Design Build
- EPC (Engineering, Procurement, Construction)
- Short Form of Contract
- Dredgers Contract

## **The MDB/FIDIC Contract**

### **Use of the documents in the working environment**

- Procurement strategies and choice of contracts - which is appropriate to use, and when?
- Matters to be arranged before start-up
- Commencing the works

### **Clarifying the roles of the engineer, client, and contractor, and managing the parties during construction**

- Rights and duties of the Employer and his Engineer/Representative
- Rights and duties of the Contractor and his Subcontractor/Designer
- Where do common problems arise in defining the roles?
- Where and when is the burden of risk altered?

## **Day Two**

### **Execution of Works**

- Construction schedule from beginning to completion
- Handover of site - what should be considered, what can go wrong, how to avoid trouble
- Test and Taking Over/Remedial defects
- Measurement and Evaluation/Tests after Completion

### **Claims for Extension of Time**

- Liquidated damages
- Concurrent delay
- Evaluation of time claims

### **INTERACTIVE WORKSHOP: Delay and Delay Damages**



### **Day Three**

#### **MANAGING THE PROJECT**

##### **Changes and Payment Issues**

- Variation and adjustments under the various forms
- Contract Price and Payment - when and how is the Contract Price adjusted?
- Late payments - Contractor's rights and remedies; Employer's rights of set-off

##### **Claims for Additional Money**

This session will consider financial claims by the Employer and by the Contractor. FIDIC's clause 20 claims procedure, which has provoked much discussion and debate, will be explained. Ground condition claims are a common feature of civil engineering contractors and the practical application of the conditions will be examined.

- Notice requirements
- Adverse physical conditions
- "Unforeseeable"
- Employer's claims

### **Day Four**

#### **Managing Risk**

- Risk and Responsibility/Insurance
- Force Majeure

#### **Design-build and Turnkey Contracting**

In this session, the particular features of FIDIC's Yellow and Silver Books will be considered. Design-build contracting raises difficult issues of responsibility. How much freedom should an EPC contractor be given? Is the Silver Book an unfair contract?

- Fitness for purpose
- Instructions and variations
- Silver book claims

### **Day Five**

#### **Restraints on the Execution of Works**

- Termination by the Employer
- Suspension and Termination by the Contractor The dispute Board in Action
- Use of DBs - when, how
- Use of the Engineer or DB
- Practical Examples

#### **INTERACTIVE WORKSHOP: Money Claims before the Dispute Board**