

# FIDIC Standard Conditions of Contract Training Program

- ✓ **Analysis & Contract Administration**
- ✓ **Civil, Mechanical, Electrical Petrochemical Projects**
- ✓ **Drafting Better Contracts**

## A 4 Days Training

### PROGRAM OBJECTIVE

This program will consider the important Contract Provisions of FIDIC Standard Contracts to enable you to understand and/or do the following:-

- Among Contractor, Owner Consultant, Who is responsible for what?
- The Range of Possible Contractual Situations that can arise.
- The Actions required to be Taken to Minimize Delay and your Contractual Liability.
- Recommended Contractual Procedures.
- The Documentation to be Generated, including that for resolving usual disputes.
- Situations under which you should consult your Legal Advisers.

### PROGRAM CONTENT

- Introduction to FIDIC Form of Contracts
- Rights, Obligations and Responsibilities of each of the parties to the Contract
- Analysis, Recommended Contract Administration Procedures to be followed for each of the Contract Provisions and possible Situations:-
  1. Delegation of Authority. Supervision of Works. Satisfaction of Consultant, and, "When he should be satisfied?" Contractor's Substitutions. Additional Drawings, Discrepancies, Inspection of Drawings, Foundation Drawings.

2. Operation Maintenance Instructions. Responsibility for Setting-out accuracy.
3. Owner Supplied Materials. Lifting equipment, Electricity, Water and Gas.
4. Program of Works Issues: Status of the different programs, Approval, Rejection, Methods of Working, Checking program, Updating program, Revised program, Acceleration of works, CPM etc..
5. Extension of Time for Completion: Entitlement, Critical path, Addition and omission to works, Grouping instructions, Extension of time given, Timing of extension of time, Acceleration. Expedite works, Accelerate, Failure to expedite, Progress measurement methods.
6. Unforeseen Site Conditions: Sub-surface data provided, Disclaimers, Pre-tender site inspection, Obligations of the parties, "Make own interpretations", "Contractor to satisfy himself before tendering...", Expert interpretations, Justified assumptions, Administrative provisions, Tests for: "As-far-as-practicable", Anticipatibility.
7. Possession of Site: Extent of possession of site, Concurrent occupation, Safety-OSHA, Interference, Foundations.

## FIDIC Standard Conditions of Contract Training (FID303)

8. Testing and Workmanship: Contractual requirements, Investigations to ascertain cause of defect, Failure to check, Ambiguities, Reimbursable tests, Improper rejection, Commercial waste, Inspection and testing during manufacture.
9. Completion of Works: Test for Substantial Completion, Outstanding Works, Maintenance Certificate, Risks Transfer on Substantial Completion, Final Approval of Works, Unfulfilled Obligations, Completion of Contract.
10. Variation or Change Orders: Contractual Provisions and its Limitations, Performance Outside Contract Requirements, Variation Work to other Contractors, V.O. to Change Program, Specialized Work, Valuation of Variations. Claims: Dispute Resolution, Submission of Details.
11. Payment Conditions
12. Default by Contractor, Default of Owner, Frustration of Contract, Measurement of Works - Standard Method of Measurement (SMM)
13. Suspension of Works, Suspension for Long Periods, Urgent Repairs or Works.
14. Escalation Provisions
15. Warranty, Guarantee, Bonds Insurance.
16. Design Professional and Engineering Contractor Standard FIDIC Contracts.

This program assists you in understanding all the aspects of the FIDIC Form of Contract and will enable you to understand your own Project's Contract Conditions. This program covers Conditions for International Contracts (contracting parties are from different countries) for Civil and Industrial Projects. At the end of the program you will have a good understanding of the FIDIC Standard

Conditions of Contract and how to Benchmark your own Contract Conditions against these Industry Standards.

### Disruptions on FIDIC Based Works Contracts

Each contract has its own unique Particular Conditions of Contract drafted to include the Risk Distribution Intended by the Drafter of the Contract Documents. This program will consider the way to modify obligations of parties under the contract and the ways not to do it. Unless the contract is drafted unambiguously each party to the Contract will view the interpretation in a way favorable to its own position, when, parties disagree, solutions are delayed, cost of solution increases, progress is disrupted, and everyone suffers. To prevent these problems we emphasize Win-Win solutions to the above situations.

### Latest Program Dates

- [www.EuroTraining.com/bro/fid303.html](http://www.EuroTraining.com/bro/fid303.html)
- [www.EuroTrainingUK.com/bro/fis303.html](http://www.EuroTrainingUK.com/bro/fis303.html)

REGISTRATION FORM	
Program:	FIDIC Standard Conditions of Contract Training (FID303)
Location Where Attending:	
Program Dates:	
Whether Participant will Consider Alternate date if one requested is not available:	
Participant Name Prefix: Mr/Ms/Mrs	
Participant Name:	
Participant Job Title:	
Participant Department & Section:	
Participant Employer/ Company:	
Participant's Present Job Responsibilities:	
Participant Email Address:	
Participant Mobile Number:	
Sponsored by:	
Sponsoring Company:	
Job Title of Sponsoring Authority:	
Name of Sponsoring Authority:	
Email of Sponsoring Authority:	
Fax of Sponsoring Authority:	
Telephone Nos. of Sponsoring Authority:	
Web Site of Sponsoring Company:	
Invoice Reference:	
Invoicing Address:	

## REGISTRATION INFORMATION

- To register:** Please send us an official letter confirming registration (on organizational letterhead or Authorized Email).
- Program Fee is
  - USD \$4,500 per participant and includes Course Materials, Certificate, Refreshments and Lunch. (Fee at London, Paris and Kuala Lumpur is \$4,950 per participant).
- Accommodation & Taxes/VAT (if applicable) is not included in Program fee. Special rates will be available at venue hotel for the participants.
- Special discount of 10% is offered for participants who pay their fees at least 45 days before start of the program.
- Refund will not be considered where the participants cancels his registration less than 3 weeks before start of the program. Alternate nominations will be allowed anytime before program start.
- All participants are required to fill in Participant Information form - on first day of the program. Each program Undergoes Customization to Better Meet Participant Present and Future Career Needs. Please be prepared to let the Instructor/s know about your organization's Special Needs, Interests or Initiatives.
- It is always useful for participants to bring their existing problems or case studies, work-process flow charts or job related problems for discussion - consideration will be at sole discretion of the program director/s.
- Provisional Registration :** You can make a provisional registration by sending us an email – an official registration request can be made within 2 weeks. This will ensure we will reserve a seat. All provisional registrations automatically cancel 2 weeks before program start.