



INTERNATIONAL TRAINING PROGRAMME

FIDIC Contract Module 1:

Practical Use of FIDIC Contracts

11-12 November 2013 | The Trans Luxury Hotel, Bandung-INDONESIA

This practical training course provided by professional engineers with extensive international experience, explains and illustrates the use of the FIDIC Conditions of Contract for Construction (the "Construction Contract") and the FIDIC Conditions of Contract for Plant and Design-Build (the "Design-Build Contract").

This two-day course is designed to help practitioners have confidence in working with FIDIC documents whether representing EMPLOYERS, CONSULTANTS or CONTRACTORS.

Case studies are included.

WHO SHOULD ATTEND

The intensive training course provides the necessary knowledge for professionals from government agencies, private sectors employers, consulting engineers, contractors, quantity surveyors, architects, legal advisers and all involved with the next generation international projects. It is particularly important to those involved in preparing or managing infrastructure projects that are internationally financed.

"Ensure your staffs are prepared for working with these important documents, which have become the international contract language of the 21st Century."

PROGRAMME

DAY 1: Module 1

- 08.30 - 09.00 Registration
- 09.00 - 09.15 Opening
- 09.15 - 10.00 **FIDIC Contract Documents: Introduction and Principles – A (Session 1)**
Introduction to FIDIC
Introduction to current FIDIC Contracts
Standard Forms of Contracts
Background to FIDIC Contracts
Structure of the FIDIC Contracts
Signatories and Parties to the Contract
FIDIC Contract harmonisation based on the type of project
Features of the 1999 Editions
- 10.00 - 10.30 Coffee Break
- 10.30 - 11.30 **FIDIC Contract Documents: Introduction and Principles – B (Session 2)**
Main Differences between the 1999 / MDB Harmonised 2006 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
Risk Analysis
Which FIDIC Contract to use
Overview of the 1999 Contracts/ MDB Harmonised 2006 (included in JICA Standard Bidding Document, it is widely used in Indonesia)



FIDIC INTERNATIONAL TRAINING PROGRAMME
SECRETARIAT
Jl. Hayam Wuruk No.88 Jakarta 11160, Indonesia



ORGANIZED BY



SUPPORTED BY



OFFICIAL HOTELS



MEDIA PARTNERS



MORE INFO

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- 11.30 - 12.30 **Responsibilities of the Main Parties (Session 3)**
Clause 1 - General Provisions and General Issues
Clause 2 - The Employer
Clause 3 - The Engineer
Clause 4 - The Contractor
Clause 5 - Construction Contract: Nominated Subcontractors
Clause 5 - Plant and Design-Build Contract: Design
- 12.30 - 14.00 Lunch
- 14.00 - 16.00 **The Management of Projects (Session 4)**
Clause 6 - Staff and Labour
Clause 7 - Plant Material and Workmanship, Inspection, Testing
Clause 8 - Commencement, Delays and Suspension
- 16.00 - 16.30 Coffee Break
- 16.30 - 17.30 **Tests on Completion (Session 5)**
Clause 9 - Tests on Completion
Clause 10 - Employer's Taking Over
Clause 11 - Defects Liability, Performance Certificate
Clause 12 - Plant Contract: Tests after Completion

DAY 2: Module 1 (cont.)

- 09.00 - 10.30 **Financial Clauses and Procedures (Session 6)**
Clause 12 - Construction Contract: Measurement and Evaluation,
Clause 13 - Variations and Adjustments
Clause 14 - Contract Price and Payment
- 10.30 - 11.00 Coffee Break
- 11.00 - 12.00 **Suspensions and Termination (Session 7)**
Clause 15 - Termination by the Employer
Clause 16 - Suspension and Termination by the Contractor
- 12.00 - 13.30 Lunch
- 13.30 - 14.30 **Risk, Liability and Force Majeure (Session 8)**
Clause 17 - Risk and Responsibility
Clause 18 - Liability and Insurance
Clause 19 - Force Majeure
- 14.30 - 15.30 **Claims Disputes and Arbitration (Session 9)**
Clause 20 - Claims, Disputes and Arbitration
- 15.30 - 16.00 Coffee Break
- 16.30 - 17.30 **Cases and Exercises (Session 10)**
Case Study
- 17.30 - 17.45 Certificates



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Course Instructors



Dr Sarwono Hardjomuljadi, Ir, MSc, MSBA, MDBF, ACPE, ACI Arb.

Dr. Sarwono Hardjomuljadi, born in Pekalongan on June 6, 1953, Professional qualifications are: 1st Class Professional Engineer, ASEAN Certified Professional Engineer, Member of Dispute Board Federation, Member of Chartered Institute of Arbitrator, FIDIC International Accredited Trainer, FIDIC Adjudicator and Country Representative for Indonesia of Dispute Resolution Board Foundation.

He is the Special Adviser to the Minister of Public Works of Indonesia, Vice Chairman of Indonesian National Board for Construction Services Development (LPJKN), Trainer of PT Persistence Indonesia, FIDIC Training Supplier, Specialist on Procurement and Contract of PT Ekistindo Prima Konsultan, Formerly he is the Vice President of PT PLN (Persero), the State Electricity Corporation, where he has been working on FIDIC Contract since 1982 and involved in contract administration & claim settlement of the construction of 10 HEPP in Indonesia, as the Site Engineer, Project Manager and Project Director for tunnel, dam and infrastructure works of Saguling HEPP, Cirata HEPP, Renun HEPP, Sipansihaporas HEPP, Peusangan HEPP; Construction Implementation Planner for Singkarak HEPP, Kotapanjang HEPP, Besai HEPP, Musi HEPP and Tanggari HEPP.

In the professional organizations, he is the Chairman of Board of Electricity Efficiency Community of Indonesia (FMEKI); Vice Chairman of Indonesian Hydro Engineers Association (HATHI); Member of Indonesian Geotechnical Engineers Association (HATTI); Indonesian National Committee on Large Dams (KNIBB); Indonesian Engineers Association (PII); Indonesian Renewable Energy Community (METI).

He is also lecturer on Contract Administration at Mercu Buana University, Parahyangan University and Tarumanagara University; Capability Development for Certification at Indonesian Engineers Association (PII).

Several Publication related to conditions of contract and claims, are "Renewable Energy: Hydro Power Construction and Notes on Its Development", 2008; "FIDIC General Conditions of Contract MDB Harmonised Edition 2006, FIDIC General Conditions of Contract EPC/Turnkey Project Edition 1999, FIDIC General Conditions of Contract Short Form Edition 1999 (Translation into Bahasa Indonesia under FIDIC's License), Tunneling, From Construction Method until Construction Claim), 2007; Construction Claim Strategy Based on FIDIC Conditions of Contract), 2006; "The Importance of Management Decisions in the Application of FIDIC Conditions of Contract for Civil Construction Works", 1999.



Dr Donald Charrett, BE(Hons), LLB(Hons), MConstLaw, PhD, ProfCertArb, FIEAust, MIAMA

Dr Charrett worked as an engineer for over 30 years, and is currently Non Executive Chairman of AMOG Consulting, an Australian based firm of specialist consulting engineers that operates around the world. His career as a consulting engineer included 12 years as a director of the consulting firm of Hardcastle & Richards. Engineering experience included computer applications, structural design, managing engineering projects, acting as an expert witness and management roles in contract negotiation and administration, insurance, international joint ventures and corporate restructuring. In 2010 he was appointed a Non Executive Director of AMOG Consulting.

Dr Charrett currently practices as a Barrister at the Victorian Bar, specialising in building and engineering disputes. He is an accredited Arbitrator and Mediator. His career in construction law has included litigation, mediation, expert assisted determination, facilitation of an experts' conference, arbitration of construction disputes and membership of Dispute Boards. He is an accredited FIDIC trainer, a Founding Member of the Society of Construction Law in Australia, and is the first chairman of Melbourne TEC Chambers.

Dr Charrett has published widely on legal and engineering subjects, and presented papers at engineering and legal conferences and seminars in Australia and internationally. His legal publications include articles in Australian and international journals on FIDIC contracts, Dispute Boards, the avoidance of disputes, scope and risk in contracts, contractual lessons from past projects, design and construct contracts, quantum meruit, professional indemnity insurance and reinsurance. He is a joint author, with Philip Loots, of "Practical Guide to Engineering and Construction Contracts", published by CCH in 2009.



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Fédération Internationale
Des Ingénieurs-Conseils

INTERNATIONAL TRAINING PROGRAMME

11-12 November 2013, Trans Luxury Hotel, Bandung - Indonesia

PARTICIPANT REGISTRATION FORM



Please return original to:
FIDIC INTERNATIONAL TRAINING PROGRAMME SECRETARIAT
Jl. Hayam Wuruk No.88 Jakarta 11160, Indonesia
and Fax Copy to: Fax +62 21 6230 8286 Phone +62 21 6250 478

Company Name:

Contact Name: Title:


Address:

City: Country: ZIP:

Tel: Fax:

Mobile: Email:

(PLEASE NOTE: If invoice address is different from above, please provide invoice address separately.)

| PARTICIPANT FEE | |
|---|-----------------------------------|
| <input type="checkbox"/> TRAINING _____ person(s) x US\$ 995 | US\$ <input type="text"/> |
| Participant Fee Includes: Condition of Contract Red Book, Certificate, Lunch & Coffee Break, and 2 days/1 night at Ibis Hotel Room. | VAT 10% <input type="text"/> |
|  | TOTAL <input type="text"/> |

PAYMENT SCHEDULE & PROCEDURE

By bank transfer to:
PT VAYA MICETAMA SERVINDO

Bank: MEGA
SWIFT code: MEGAIDJA

IDR account: 01.041.00.11.11118.9
USD account: 01.039.20.11000.710

The above requested registration will be confirmed upon the organizer receiving the payment deposit of 100% due upon signing this contract and receiving initial invoice. (No FIDIC Training Participant shall be allowed to participate until payment in full, have been received by the Organizer). We hereby confirm our participation and we confirm our acceptance of the Rules & Regulations printed overleaf which form part of this contract. The execution of this contract and its receipt by the Organizer is deemed conclusive evidence of the Participant's agreement to pay the full fees due.

THE CONTRACT IS NON-CANCELABLE. Participant further acknowledges that the Organizer having incurred expenses as a result of the contract is not require to refund any of the fees and that the Organizer is also entitled to any unpaid amounts that may be owing by the Participant to the Organizer. I AGREE TO THE BOOKING CONDITIONS ON THE RULES AND REGULATIONS AND HEREBY CONFIRM THAT I AM AUTHORIZED TO SIGN THIS CONTRACT.

Authorized Signature

Name

Date: _____ / _____ / _____



FIDIC TRAINING REGISTRATION RULES AND REGULATIONS

1. Participants shall be bound by the conditions, rules and regulations set forth in this agreement and any changes must be made in writing and signed by an authorized official of PT VAYA MICETAMA SERVINDO (here in after referred to as THE ORGANIZER) who shall have full power to interpret and to make or amend these rules, provided that such amendments and additions do not operate to diminish the rights reserved for the Participants under this contract, and shall not operate to increase liabilities of THE ORGANIZER, its Supporting Organizations, Agents or Employees.
2. No Participant shall be permitted to take part unless he has paid prior to the FIDIC Training all of the fees agreed to on the reverse side.
3. THE ORGANIZER, its Supporting Organizations, Agents or Employees will not be obligated to put up any advertisement when the advertising materials submitted by the Participant are received after the deadline. While every care and attention is exercised, THE ORGANIZER, its Supporting Organizations, Agents or Employees and the publisher of the Catalogue will not be responsible for any omission of an advertisement, or for any errors or omissions on any advertising copy submitted by the Participant. In the unlikely event of an omission of an advertisement, the liability of THE ORGANIZER is limited to the refund of the cost of the advertising space only.
4. The execution of the Participation Contract and its receipt by THE ORGANIZER is deemed conclusive evidence of the Participant's agreement to pay the full fees due. The Participation Contract is non-cancelable, and the Participant further acknowledges that THE ORGANIZER, having incurred expenses as a result of the contract, is not required to refund any of the fees agreed to on the reverse side, and that THE ORGANIZER is also entitled to any unpaid amounts that may be owing by the Participant to THE ORGANIZER.
5. THE ORGANIZER, its Supporting Organizations, Agents or Employees shall not be liable for any loss, damage or delay resulting from acts of war, civil unrest, strikes or lock-outs, change in regulation, military activity or any other circumstances which shall make it impossible or inadvisable for THE ORGANIZER to hold the FIDIC Training at the time and place provided, and THE ORGANIZER reserves the right to reschedule the FIDIC Training another date and/or at another site. Furthermore, THE ORGANIZER will not be responsible for, and will be held harmless from the consequences of any conflicts or misinterpretations, which may arise with the host country, its agents or other bodies regarding any and all aspects of the FIDIC Training, which may affect the Participants. The Participant acknowledges that THE ORGANIZER will have sustained damages and losses as a result of the foregoing as well, and shall and does hereby waive any claims for damages or compensation. The sums paid to THE ORGANIZER as fees or otherwise in connection with the FIDIC Training shall remain the property of THE ORGANIZER. The Participant is responsible to obtain adequate insurance to cover risk of this nature.
6. THE ORGANIZER is not responsible to assist the Participant in obtaining passport and visa for entrance into the country where the FIDIC Training is to be held. The fact that the Participant is unsuccessful in obtaining these documents from the relevant authorities will not constitute a basis for cancellation of this contract and it is clearly understood that no refunds whatsoever will be made. The Participant, however, may assign this contract to another party or company who meets the entry and government formalities necessary for entry into the country where the FIDIC Training is to be held. Such substitution shall be the sole responsibility of the contracting Participant, and shall be notified in writing to THE ORGANIZER as early as possible before the start of the FIDIC Training.
7. THE ORGANIZER, its Supporting Organizations, Agents or Employees are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and customs clearance) into and out of the country in which the FIDIC Training is held. Participants are urged to adequately insure all shipments.
8. The Participant expressly acknowledges that no representations-whether oral or in writing-expressed or implied-have been made concerning the amount of business to be gained from the FIDIC Training, its success, or that THE ORGANIZER, or any of its subsidiaries or affiliates, employees or other entities allied with it has made any guarantees or assurances concerning the FIDIC Training. The Participant further acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties, and that he has been given no oral change or modification. No one is authorized to make any oral changes in this agreement.
9. The agreement shall be governed by and construed according to Indonesian law. Any dispute between the parties under this Agreement is hereby submitted to the jurisdiction of the Court of Central Jakarta.
10. The Participant agrees to the use of the Participant's company name, company representative names, and company logo by THE ORGANIZER in promotional materials produced to market this event.