INTERNATIONAL TRAINING PROGRAM

Silver Book 2nd Edition 2017
EPC/Turnkey Projects
17-18 September 2018
Melia Purosani Hotel - Yogyakarta

TWO DAYS TRAINING FEE
IDR 18,500,000,-
Includes:
• Return Airline economy ticket Jakarta – Yogyakarta – Jakarta (fixed name, fixed date, fixed flight, no refund)
• Accommodation at MELIÀ 4D3N (single room/pax)
• Transfer in and out from/to Airport
• 2x Lunch and 1x Dinner + 4x coffee breaks
• Participant will get two FIDIC books (Ed 1999 & Ed 2017)
• International recognized FIDIC Certificate

* Training session will be delivered in English
FIDIC OVERVIEW

Founded in 1913, FIDIC is the International Federation of Consulting Engineers. Its members are national associations of consulting engineers, and represents the consulting engineering industry both globally and domestically. Recently, FIDIC membership covers 103 countries of the world.

FIDIC in the furtherance of its goals, publishes international standard forms of contracts for works, design and build, as well EPC/T and for clients, consultants, sub-consultants, joint ventures and representatives, together with related materials such as standard pre-qualification forms.

As a compliment FIDIC has launched the:
• FIDIC Procurement Procedures Guide, 2011
• FIDIC Contracts Guide, 2000
• FIDIC DBO Guide, 2011

FIDIC also publishes business practice documents such as policy statements, position papers, guidelines, training manuals and training resource kits in the areas of management systems (quality management, risk management, business integrity management, environment management, sustainability) and business processes (consultant selection, quality based selection, tendering, procurement, insurance, liability, technology transfer, capacity building).

The forms of contract are drafted for use on a wide range of project types. The main forms are differentiated by the colour of their covers. The choice of form depends on the type of project being contemplated and/or the appropriate procurement route (design-bid-build, design & build, etc.).

GREEN BOOK, 1st Edition 2000
Straight forward, quick or cheap project Employer design (traditional project)

RED BOOK, 1st Edition 1999
Employer design (traditional project)

RED BOOK, 2nd Edition 2017
Employer design (traditional project)

PINK BOOK, 1st Edition 2010
Employer design (Multilateral Development Banks providing finance)

SILVER BOOK, 1st Edition 1999
EPC/Turnkey project

SILVER BOOK, 2nd Edition 2017
EPC/Turnkey project

GOLD BOOK, 1st Edition 2008
Design, build, operate project

YELLOW BOOK, 1st Edition 1999
Plant and design build

YELLOW BOOK, 2nd Edition 2017
Plant and design build

In December 2017, FIDIC has launched the second Edition of the:
FIDIC Rainbow Edition, 1999
The FIDIC Silver Book is suitable for use on process, power and private-infrastructure projects where a Contractor is to take on full responsibility for the design and execution of a project. Risks for completion to time, cost and quality are transferred to the Contractor and so the Silver Book is only suitable for use with experienced Contractors familiar with sophisticated risk management techniques.

For many large projects construction is only one part of a wider complicated commercial venture and financial or other failure of the construction project will jeopardize the whole venture. The Silver Book approach may suit such projects as it will provide a greater level of cost certainty than can be achieved under the more traditional forms of the FIDIC suite.

To obtain this increased cost certainty the Silver Book requires the Contractor to accept a higher level of risk than is typical under most other forms of contract. The Silver Book transfers the risk of ground conditions to the Contractor. Similarly the Contractor also assumes responsibility, subject to some exceptions, for the accuracy of the Employers Requirements which is a major difference to usual design and build contracts. The Silver Book provides conditions relating to Tests on Completion’ and Taking Over only takes place after successful completion of the tests. Such provisions are important for EPC/Turnkey projects where the purpose of the contract is to provide the Employer with a working facility.

Guidance is provided for the preparation of Particular Conditions should it be necessary to modify the General Conditions. As with the other FIDIC contracts the Silver Book contains various forms of security and concludes with example forms for the Letter of Tender, the Contract Agreement, and a Dispute Adjudication Agreement.

The new 2nd Edition of the Silver Book is again consistent with the two other forms of Contract unless the special purpose of the EPC/T model form requires different wording. The new series of Contract, 2nd Edition was again written for engineers by engineers but with the aim to establish more certainty. The new Edition requires sometimes a word by word application. The claims’ procedures have been harmonized and re-structured. Both, Employers and Contractors have to follow the same procedure when claiming. Deadlines and notice giving requirements have been increased. DAB have been renamed to DAAB with more emphasis on dispute avoidance.
Dr. Götz-Sebastian Hök graduated in Law from Göttingen University and is a German solicitor registered at the Berlin Bar. He has extensive international project and commercial experience gained while working in Europe, the Middle East, Africa and Asia. For the past 25 years he has been partner and senior partner of Dr. Hök, Stieglmeier & Kollegen. Dr. Hök is acting as arbitrator, FIDIC adjudicator, mediator, court expert and legal counsel and also a fully accredited FIDIC trainer. He is a lecturer at Leuphana University in Germany and has also lectured at Southeast University at Nanjing, Frei Universität Berlin and Universität Marburg. Since 2009 he is a FIDIC listed Adjudicator (President’s List). He was member of DAB and arbitral panels in Armenia, Bosnia, Germany, Latvia, Mali, Mexico, Morocco, Palestine, Poland and Tanzania. Dr. Hök has written various books and articles in French, English and German on FIDIC forms of contract. He is a co-author of the book FIDIC for Practitioners and member of the German FIDIC Dispute Adjudication Assessment Panel, the Japanese FIDIC Dispute Adjudication Assessment Panel and is the former past Chairman of the FIDIC Trainer Assessment Panel (2011-2016). He is also the former past Chairman of the Eurojuris Commission International Litigation.

Moreover, he was a friendly reviewer of the FIDIC Gold Book, the FIDIC Updates, and the FIDIC Subcontract form and acting as the legal advisor of FIDIC TGs 9 (Subcontract D&B) and 11 (ODB – Operate Design and Build). Dr. Hök has broad forensic experience as a counsel, adjudicator and arbitrator. He was involved in various projects based on FIDIC contracts Asia, Africa, including irrigation, road, mining, shopping mall, food plant, village development, power plant, railways, housing, nuclear power plant, airport, windmills, harbour, research and amenity building, dam, toll road, EPC, town development, museum, metro, grain terminal, wastewater, water rehabilitation fresh water, office tower), brewery.
Day 1

08.30 - 09.00
Registration

09.00 - 10.00
1. GENERAL PROVISIONS
1.1 Definitions
1.2 Interpretation
1.3 Communications
1.4 Law and Language
1.5 Priority of Documents
1.6 Contract Agreement
1.7 Assignment
1.8 Care and Supply of Documents
1.9 Employer’s Requirements
1.10 Employer’s Use of Contractor’s Documents
1.11 Contractor’s Use of Employer’s Documents
1.12 Confidential Details [Confidentiality] (FIDIC 2017)
1.13 Compliance with Laws
1.14 Joint and Several Liability
1.15 Limitation of Liability (FIDIC 2017)
1.16 Contract Termination (FIDIC 2017)

2. THE EMPLOYER
2.1 Right of Access to the Site
2.2 Permits, Licences or Approvals [Assistance] (FIDIC 2017)
2.3 Employer’s Personnel
2.4 Employer’s Financial Arrangements
2.5 Employer’s Claims
[Site Data & Items of Reference] (FIDIC 2017)
2.6 Employer Supplied Materials & Employer’s Equipment (FIDIC 2017)

Coffee Break

10.00 - 10.30

10.30 - 12.30
3. THE EMPLOYER’S ADMINISTRATION
3.1 The Employer’s Representative
3.2 Other Employer’s Personnel
3.3 Delegated Persons
3.4 Instructions
3.5 Determinations
[Agreement or Determination] (FIDIC 2017)
3.6 Meetings (FIDIC 2017)

4. THE CONTRACTOR
4.1 Contractor’s General Obligations
4.2 Performance Security
4.3 Contractor’s Representative
4.4 Subcontractors
4.5 Nominated Subcontractors
4.6 Co-operation
4.7 Setting Out
4.8 Safety Procedures
[Health & Safety Obligations] (FIDIC 2017)
4.10 Site Data [Use of Site Data] (FIDIC 2017)
4.11 Sufficiency of the Contract Price
4.12 Unforeseeable Difficulties
4.13 Rights of Way and Facilities
4.14 Avoidance of Interference
4.15 Access Route
4.16 Transport of Goods
4.17 Contractor’s Equipment
4.18 Protection of the Environment
4.19 Electricity, Water and Gas [Temporary Utilities] (FIDIC 2017)
4.21 Progress Reports [Security of the Site] (FIDIC 2017)
4.22 Security of the Site
[Contractor’s Operations on Site] (FIDIC 2017)
4.23 Contractor’s Operations on Site
[Archaeological and Geological Findings] (FIDIC 2017)
4.24 Fossils (deleted FIDIC 2017)
11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remediating Defects
11.2 Cost of Remediating Defects
11.3 Extension of Defects Notification Period
11.4 Failure to Remedy Defects
11.5 Removal of Defective Work
[Remedying of Defective Work off Site] (FIDIC 2017)
11.6 Further Tests
[Further Tests after Remediating Defects] (FIDIC 2017)
11.7 Right of Access
[Right of Access after Taking Over] (FIDIC 2017)
11.8 Contractor's Search
11.9 Performance Certificate
11.10 Unfulfilled Obligations
11.11 Clearing of Site

12. TESTS AFTER COMPLETION

12.1 Procedure for Tests after Completion
12.2 Delayed Tests
12.3 Retesting
12.4 Failure to Pass Tests after Completion

13. VARIATIONS AND ADJUSTMENTS

13.1 Rightto Vary
13.2 Value Engineering
13.3 Variation Procedure
13.4 Payment in Applicable Currencies
[Provisional Sums] (FIDIC 2017)
13.5 Provisional Sums[Daywork] (FIDIC 2017)
13.6 Daywork
[Adjustment for Changes in Law] (FIDIC 2017)
13.7 Adjustments for Changes in Legislation
[Adjustments for Changes in Cost] (FIDIC 2017)
13.8 Adjustments for Changes in Costs
[deleted] (FIDIC 2017)

14. CONTRACT PRICE AND PAYMENT

14.1 The Contract Price
14.2 Advance Payment
14.3 Application for Interim Payments
14.4 Schedule of Payments
14.5 Plant and Materials intended for the Works
14.6 Interim Payments[Issue of IPC] (FIDIC 2017)
14.7 Timing of Payments[Payment] (FIDIC 2017)
14.8 Delayed Payment
14.9 Payment of Retention Money
[Release of Retention Money] (FIDIC 2017)
14.10 Statement at Completion
14.11 Application for Final Payment
[Final Statement]
14.12 Discharge
14.13 Final Payment[Issue of FPC] (FIDIC 2017)
14.14 Cessation of Employer's Liability
14.15 Currencies of Payment

15. TERMINATION BY EMPLOYER

15.1 Notice to Correct
15.2 Termination by Employer
[Termination for Contractor’s Default] (FIDIC 2017)
15.3 Valuation at Date of Termination
[Valuation of Termination for Contractor’s Default] (FIDIC 2017)
15.4 Payment after Termination
[Payment after Termination for Contractor’s Default] (FIDIC 2017)
15.5 Employer's Entitlement to Termination
[Termination for Employer’s Convenience] (FIDIC 2017)
16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work
[Suspension by Contractor] (FIDIC 2017)
16.2 Termination by Contractor
16.3 Cessation of Work and Removal of Contractor's Equipment
[Contractor’s Obligations After Termination] (FIDIC 2017)
16.4 Payment on Termination
[Payment after Termination by Contractor] (FIDIC 2017)
17. RISK AND RESPONSIBILITY

17.1 Indemnities
[Responsibility for Care of the Works] (FIDIC 2017)
17.2 Contractor's Care of the Works
[Liability for Care of the Works] (FIDIC 2017)
17.3 Employer's Risks
[Intellectual and Industrial Property Rights] (FIDIC 2017)
17.4 Consequences of Employer's Risks
[Indemnities by Contractor] (FIDIC 2017)
17.5 Intellectual and Industrial Property Rights
[Indemnities by Employer] (FIDIC 2017)
17.6 Limitation of Liability[Shared Indemnities] (FIDIC 2017)

Coffee Break

18. INSURANCE [EXCEPTIONAL EVENTS] (FIDIC 2017)

18.1 General Requirements for Insurance
[Exceptional Events] (FIDIC 2017)
18.2 Insurance for Works and Contractor's Equipment
[Notice of Exceptional Event] (FIDIC 2017)
18.3 Insurance against Injury to Persons and Damage to Property [Duty to Minimise Delay] (FIDIC 2017)
18.4 Insurance for Contractor's Personnel
[Consequences of Exceptional Events] (FIDIC 2017)

19. FORCE MAJEURE [INSURANCE]

19.1 Definition of Force Majeure
[General Requirements] (FIDIC 2017)
19.2 Notice of Force Majeure
[Insurance tobe provided by the Contractor] (FIDIC 2017)
19.3 Duty to Minimise Delay [deleted] (FIDIC 2017)
19.4 Consequences of Force Majeure [deleted] (FIDIC 2017)
19.5 Force Majeure Affecting Subcontractor [deleted] (FIDIC 2017)
19.6 Optional Termination, Payment and Release [deleted] (FIDIC 2017)
19.7 Release from Performance under the Law [deleted] (FIDIC 2017)

20. CLAIMS, DISPUTES AND ARBITRATION
[EMPLOYER'S AND CONTRACTOR'S CLAIMS] (FIDIC 2017)

20.1 Contractor’s Claims[Claims] (FIDIC 2017)
20.2 Appointment of the Dispute Adjudication Board [Claims for Payment and/or EOT] (FIDIC 2017)
20.3 Failure to Agree Dispute Adjudication Board [deleted] (FIDIC 2017)
20.4 Obtaining Dispute Adjudication Board's Decision [deleted] (FIDIC 2017)
20.5 Amicable Settlement [deleted] (FIDIC 2017)
20.6 Arbitration [deleted] (FIDIC 2017)
20.7 Failure to Comply with Dispute Adjudication Board’s Decision [deleted] (FIDIC 2017)
20.8 Expiry of Dispute Adjudication Board’s Appointment [deleted] (FIDIC 2017)

21. DISPUTES AND ARBITRATION (FIDIC 2017)

21.1 Constitution of the DAAB (FIDIC 2017)
21.2 Failure to Appoint DAAB Members (FIDIC 2017)
21.3 Avoidance of Disputes (FIDIC 2017)
21.4 Obtaining DAAB’s Decision (FIDIC 2017)
21.5 Amicable Settlement (FIDIC 2017)
21.6 Arbitration (FIDIC 2017)
21.7 Failure to Comply with DAAB’s Decision (FIDIC 2017)
21.8 No DAAB In Place (FIDIC 2017)

Closing and Certificate awarded
INTERNATIONAL TRAINING PROGRAM

Yellow Book
2nd Edition 2017
Plant and Design Build
19-20 September 2018
Melia Purosani Hotel - Yogyakarta

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Yellow Book 2nd Edition 2017
Plant and Design Build
19-20 September 2018, Melia Purosani Hotel - Yogyakarta

FIDIC OVERVIEW

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The forms of contract are drafted for use on a wide range of project types. The main forms are differentiated by the colour of their covers. The choice of form depends on the type of project being contemplated and/or the appropriate procurement route (design-bid-build, design & build, etc.).
The Conditions of Contract for Plant and Design-Build, are recommended for the provision of electrical and/or mechanical plant, and for the design and execution of building or engineering works. Under the usual arrangements for this type of contract, the Contractor designs and provides, in accordance with the Employer's requirements, plant and/or other works; which may include any combination of civil, mechanical, electrical and/or construction works.

International construction is an increasingly crucial factor in international business. More and more construction business is done through the design and build procurement route. The traditional design and build contract of FIDIC is the FIDIC Yellow Book. The Yellow Book provides conditions of contract for construction works where the design is carried out by the Contractor in accordance with the Employer's Requirements, which may include any combination of civil, mechanical, electrical and/or construction works. Since 1999 The Yellow Book bears little resemblance to its predecessors. The 1999 edition has dropped the words “electrical and mechanical works” from the title and in line with the rest of the FIDIC suite the focus is more on type of procurement rather than the nature of the works. The 2nd Edition does not change this approach.

The Yellow Book is therefore applicable to the provision of electrical and/or mechanical plant, and also for the design and execution of building or engineering works (like roads).

The General Conditions and the Particular Conditions provide for management rules in respect of most daily challenges. Guidance is provided for the preparation of Particular Conditions should it be necessary to modify the General Conditions. The Guidance also contains various forms of security such as parent company guarantee, advance payment bond and a retention guarantee which can be selected as applicable. Care must be taken in the preparation of the Particular Conditions and completion of the Appendix to Tender (FIDIC 1999) or his homologue the Contract Data (FIDIC 2017) to avoid creating ambiguities around such conditions. A major area for consideration when preparing Particular Conditions is the risk allocation for ground conditions which is partially an Employer risk in the standard draft.

This class on the use of the FIDIC Yellow Book will help to achieve better results but using the design & build procurement route.
Dr. Götz-Sebastian Hök graduated in Law from Göttingen University and is a German solicitor registered at the Berlin Bar. He has extensive international project and commercial experience gained while working in Europe, the Middle East, Africa and Asia. For the past 25 years he has been partner and senior partner of Dr. Hök, Stieglmeier & Kollegen. Dr. Hök is acting as arbitrator, FIDIC adjudicator, mediator, court expert and legal counsel and also a fully accredited FIDIC trainer. He is a lecturer at Leuphana University in Germany and has also lectured at Southeast University at Nanjing, Frei Universität Berlin and Universität Marburg. Since 2009 he is a FIDIC listed Adjudicator (President’s List). He was member of DAB and arbitral panels in Armenia, Bosnia, Germany, Latvia, Mali, Mexico, Morocco, Palestine, Poland and Tanzania. Dr. Hök has written various books and articles in French, English and German on FIDIC forms of contract. He is a co-author of the book FIDIC for Practitioners and member of the German FIDIC Dispute Adjudication Assessment Panel, the Japanese FIDIC Dispute Adjudication Assessment Panel and is the former past Chairman of the FIDIC Trainer Assessment Panel (2011-2016). He is also the former past Chairman of the Eurojuris Commission International Litigation.

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YELLOW BOOK (2017 Ed) RUNDOWN

Day 1

08.30 - 09.00 Registration

09.00 - 10.00 1. GENERAL PROVISIONS
1.1 Definitions
1.2 Interpretation
1.3 Communications
1.4 Law and Language
1.5 Priority of Documents
1.6 Contract Agreement
1.7 Assignment
1.8 Care and Supply of Documents
1.9 Errors in the Employer’s Requirements
Confidentiality
1.10 Employer’s Use of Contractor’s Documents
1.11 Contractor’s Use of Employer’s Documents
1.12 Confidential Details [Confidentiality] (FIDIC 2017)
1.13 Compliance with Laws
1.14 Joint and Several Liability
1.15 Limitation of Liability (FIDIC 2017)
1.16 Contract Termination (FIDIC 2017)

10.00 - 10.30 Coffee Break

10.30 - 12.30 2. THE EMPLOYER
2.1 Right of Access to the Site
2.2 Permits, Licences or Approvals
[Assistance](FIDIC 2017)
2.3 Employer’s Personnel
2.4 Employer’s Financial Arrangements
2.5 Employer’s Claims
[Site Data & Items of Reference](FIDIC 2017)
2.6 Employer Supplied Materials & Employer’s Equipment (FIDIC 2017)

12.30 - 14.00 Lunch

14.00 - 16.00 6. STAFF AND LABOUR
6.1 Engagement of Staff and Labour
6.2 Rates of Wages and Conditions of Labour
6.3 Persons in the Service of Others
[Recruitment of Persons](FIDIC 2017)
6.4 Labour Laws
6.5 Working Hours
6.6 Facilities for Staff and Labour
6.7 Health and Safety
6.8 Contractor’s Superintendence
6.9 Contractor’s Personnel
6.10 Records of Contractor’s Personnel and Equipment
6.11 Disorderly Conduct
6.12 Key Personnel (FIDIC 2017)

16.00 - 16.30 Coffee Break

16.30 - 17.30 8. COMMENCEMENT, DELAYS AND SUSPENSION
8.1 Commencement of Works
8.2 Time for Completion
8.3 Programme
8.4 Extension of Time for Completion
[Advance warning](FIDIC 2017)
8.5 Delays Caused by Authorities
[Extension of Time for Completion FIDIC](2017)
8.6 Rate of Progress
[Delays Caused by Authorities](FIDIC 2017)
8.7 Delay Damages [Rate of Progress](FIDIC 2017)
8.8 Suspension of Work [Delay Damages](FIDIC 2017)
8.9 Consequences of Suspension
[Employer’s Suspension](FIDIC 2017)
8.10 Payment for Plant and Materials in Event of Suspension
[Consequences of Employer’s Suspension](FIDIC 2017)
8.11 Prolonged Suspension
[Payment for Plant and Materials after Employer’s Suspension] (FIDIC 2017)
8.12 Resumption of Work [Prolonged Suspension](FIDIC 2017)
8.13 Resumption of Work (FIDIC 2017)

18.00 - 19.00 9. TESTS ON COMPLETION
9.1 Contractor’s Obligations
9.2 Delayed Tests
9.3 Retesting
9.4 Failure to Pass Tests on Completion

20.00 - 21.00 10. EMPLOYER’S TAKING OVER
10.1 Taking Over of the Works and Sections
10.2 Taking Over of Parts of the Works
[Taking Over of Parts](FIDIC 2017)
10.3 Interference with Tests on Completion
10.4 Surfaces Requiring Reinstatement
YELLOW BOOK (2017 Ed) RUNDOWN

Day 2

08.30 - 09.00 Registration

09.00 - 10.30

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remediating Defects
11.2 Cost of Remediating Defects
11.3 Extension of Defects Notification Period
11.4 Failure to Remedy Defects
11.5 Removal of Defective Work
[Remedying of Defective Work off Site] (FIDIC 2017)
11.6 Further Tests
[Further Tests after Remediating Defects] (FIDIC 2017)
11.7 Right of Access
[Right of Access after Taking Over] (FIDIC 2017)
11.8 Contractor’s Search
11.9 Performance Certificate
11.10 Unfulfilled Obligations
11.11 Clearance of Site

10.30 - 11.00 Coffee Break

11.00 - 12.00

12. TESTS AFTER COMPLETION

12.1 Procedure for Tests after Completion
12.2 Delayed Tests
12.3 Retesting
12.4 Failure to Pass Tests after Completion

13. VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary
13.2 Value Engineering
13.3 Variation Procedure
13.4 Payment in Applicable Currencies
[Provisional Sum] (FIDIC 2017)
13.5 Provisional Sums [Daywork] (FIDIC 2017)
13.6 Daywork
[Adjustment for Changes in Law] (FIDIC 2017)
13.7 Adjustments for Changes in Legislation
[Adjustments for Changes in Cost] (FIDIC 2017)
13.8 Adjustments for Changes in Costs
[deleted FIDIC 2017]

14. CONTRACT PRICE AND PAYMENT

14.1 The Contract Price
14.2 Advance Payment
14.3 Application for Interim Payments
14.4 Schedule of Payments
14.5 Plant and Materials intended for the Work
14.6 Interim Payments
[Issue of IPC] (FIDIC 2017)
14.7 Timing of Payments [Payment] (FIDIC 2017)
14.8 Delayed Payment
14.9 Payment of Retention Money
[Release of Retention Money] (FIDIC 2017)
14.10 Statement at Completion
14.11 Application for Final Payment [Final Statement]
14.12 Discharge
14.13 Final Payment [Issue of FPC] (FIDIC 2017)
14.14 Cessation of Employer’s Liability
14.15 Currencies of Payment

12.00 - 12.30 Lunch

13.30 - 15.30

15. TERMINATION BY EMPLOYER

15.1 Notice to Correct
15.2 Termination by Employer
[Termination for Contractor’s Default] (FIDIC 2017)
15.3 Valuation at Date of Termination
[Valuation of Termination for Contractor’s Default] (FIDIC 2017)
15.4 Payment after Termination
[Payment after Termination for Contractor’s Default] (FIDIC 2017)
15.5 Employer’s Entitlement to Termination
[Termination for Employer’s Convenience] (FIDIC 2017)
16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor’s Entitlement to Suspend Work
[Suspension by Contractor] (FIDIC 2017)
16.2 Termination by Contractor
16.3 Cessation of Work and Removal of Contractor’s Equipment
[Contractor’s Obligations After Termination] (FIDIC 2017)
16.4 Payment on Termination
[Payment after Termination by Contractor] (FIDIC 2017)

17. RISK AND RESPONSIBILITY

17.1 Indemnities [Responsibility for Care of the Works]
[FIDIC 2017]
17.2 Contractor’s Care of the Works
[Liability for Care of the Works] (FIDIC 2017)
17.3 Employer’s Risks
[Intellectual and Industrial Property Rights] (FIDIC 2017)
17.4 Consequences of Employer’s Risks
[Indemnities by Contractor] (FIDIC 2017)
17.5 Intellectual and Industrial Property Rights
[Indemnities by Employer] (FIDIC 2017)
17.6 Limitation of Liability [Shared Indemnities]

15.30 - 16.00 Coffee Break

16.00 - 17.30

18. INSURANCE [EXCEPTIONAL EVENTS] (FIDIC 2017)

18.1 General Requirements for Insurance
[Exceptional Event] (FIDIC 2017)
18.2 Insurance for Works and Contractor’s Equipment
[Notice of Exceptional Event] (FIDIC 2017)
18.3 Insurance against Injury to Persons and Damage to Property [Duty to Minimise Delay]
[FIDIC 2017]
18.4 Insurance for Contractor’s Personnel
[Consequences of Exceptional Events] (FIDIC 2017)
19. FORCE MAJEURE [INSURANCE]

19.1 Definition of Force Majeure
[General Requirements] (FIDIC 2017)
19.2 Notice of Force Majeure
[Insurance to be provided by the Contractor] (FIDIC 2017)
19.3 Duty to Minimise Delay
[deleted FIDIC 2017]
19.4 Consequences of Force Majeure
[deleted FIDIC 2017]
19.5 Force Majeure Affecting Subcontractor
[deleted FIDIC 2017]
19.6 Optional Termination, Payment and Release
[deleted FIDIC 2017]
19.7 Release from Performance under the Law
[deleted FIDIC 2017]
20. CLAIMS, DISPUTES AND ARBITRATION

20.1 Contractor’s Claims [Claims] (FIDIC 2017)
20.2 Appointment of the Dispute Adjudication Board
[Claims for Payment and/or EOT] (FIDIC 2017)
20.3 Failure to Agree Dispute Adjudication Board
[deleted FIDIC 2017]
20.4 Obtaining Dispute Adjudication Board’s Decision
[deleted FIDIC 2017]
20.5 Amicable Settlement [deleted] (FIDIC 2017)
20.6 Arbitration [deleted] (FIDIC 2017)
20.7 Failure to Comply with Dispute Adjudication Board’s Decision [deleted] (FIDIC 2017)
20.8 Expiry of Dispute Adjudication Board’s Appointment
[deleted FIDIC 2017]

21. DISPUTES AND ARBITRATION (FIDIC 2017)

21.1 Constitution of the DAAB (FIDIC 2017)
21.2 Failure to Appoint DAAB Members (FIDIC 2017)
21.3 Avoidance of Disputes (FIDIC 2017)
21.4 Obtaining DAAB’s Decision (FIDIC 2017)
21.5 Amicable Settlement (FIDIC 2017)
21.6 Arbitration (FIDIC 2017)
21.7 Failure to Comply with DAAB’s Decision (FIDIC 2017)
21.8 No DAAB in Place (FIDIC 2017)

17.30 - 17.40 Closing and Certificate awarded
ASTRINDO
CONNECTING PARTNERSHIP

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