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 MELIA 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)
• Internationally recognized FIDIC Certificate

* Training session will be delivered in English
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 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.).
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 requirementshavebeen 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.
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21.8 No DAAB In Place (FIDIC 2017)
CONNECTING PARTNERSHIP

For more information:
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