INTERNATIONAL TRAINING PROGRAM

Yellow Book
2nd Edition 2017
Plant and Design Build
19-20 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 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
Yellow Book 2nd Edition 2017
Plant and Design Build
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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.).
YELLOW BOOK (2017) OVERVIEW

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.

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 Errors in the 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)
12.30 - 14.00 Lunch
14.00 - 16.00

2. THE EMPLOYER
2.1 Right of Access to the Site
2.2 Permits, Licences or Approvals
[FIDIC 2017]
2.3 Employer’s Personnel
2.4 Employer’s Financial Arrangements
2.5 Employer’s Claims
2.6 Employer Supplied Materials & Employer’s Equipment (FIDIC 2017)
2.7 Employer’s Use of Labor
Coffee Break
16.00 - 16.30
16.30 - 17.30

3. THE EMPLOYER’S ADMINISTRATION
3.1 The Engineer
3.2 Other Employer’s Personnel
[Engineer’s Duties] (FIDIC 2017)
3.3 Delegated Persons
[Engineer’s Representative] (FIDIC 2017)
3.4 Instructions
[Delegation by the Engineer] (FIDIC 2017)
3.5 Determinations
[Engineer’s Determination] (FIDIC 2017)
3.6 Replacement of the Engineer (FIDIC 2017)
3.7 Agreement or Determination (FIDIC 2017)
3.8 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)
4.9 Quality Assurance
4.10 Site Data [Use of Site Data] (FIDIC 2017)
4.11 Sufficiency of the Contract Price
4.12 Unforeseeable Physical Conditions
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)

4.20 Employer’s Equipment and Free-Issue Material
[Progress Reports] (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)

5. DESIGN
5.1 General Design Obligations
5.2 Contractor’s Design
5.3 Contractor’s Undertaking
5.4 Technical Standards and Regulations
5.5 Training
5.6 As-Built Documents [As-built Records] (FIDIC 2017)
5.7 Operation and Maintenance Manuals
5.8 Design Error

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)

7. PLANT, MATERIALS AND WORKMANSHIP
7.1 Manner of Execution
7.2 Samples
7.3 Inspection
7.4 Testing [Testing by the Contractor] (FIDIC 2017)
7.5 Rejection [Defects and Rejection] (FIDIC 2017)
7.6 Remedial Work
7.7 Ownership of Plant and Materials
7.8 Royalties
Coffee Break

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)

9. TESTS ON COMPLETION
9.1 Contractor’s Tests
9.2 Delayed Tests
9.3 Re-testing
9.4 Failure to Pass Tests on Completion

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
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
11.6 Further Tests
11.7 Right of Access
11.8 Contractor's Search
11.9 Performance Certificate
11.10 Unfulfilled Obligations
11.11 Clearance 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

10.30 - 11.00 Coffee Break

11.00 - 12.00

13. VARIATIONS AND ADJUSTMENTS
13.1 Right to Vary
13.2 Value Engineering
13.3 Variation Procedure
13.4 Payment in Applicable Currencies
13.5 Provisional Sums (Daywork) (FIDIC 2017)
13.6 Daywork
13.7 Adjustments for Changes in Legislation
13.8 Adjustments for Changes in Costs

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
14.7 Timing of Payments [Payment] (FIDIC 2017)
14.8 Delayed Payment
14.9 Payment of Retention Money
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 - 13.30 Lunch

13.30 - 15.30

15. TERMINATION BY EMPLOYER
15.1 Notice to Correct
15.2 Termination by Employer
15.3 Valuation at Date of Termination
15.4 Payment after Termination

15.5 Employer’s Entitlement to Termination
15.6 Termination by Contractor
15.7 Cessation of Work and Removal of Contractor's Equipment
15.8 Payment on Termination

16. SUSPENSION AND TERMINATION
BY CONTRACTOR
16.1 Contractor's Entitlement to Suspend Work
16.2 Termination by Contractor
16.3 Cessation of Work and Removal of Contractor's Equipment
16.4 Payment on Termination

17. RISK AND RESPONSIBILITY
17.1 Indemnities [Responsibility for Care of the Works]
17.2 Contractor's Care of the Works
17.3 Employer’s Risks
17.4 Consequences of Employer’s Risks
17.5 Indemnities by Contractor
17.6 Limitation of Liability [Shared Indemnities]

15.30 - 16.00 Coffee Break

16.00 - 17.30

18. INSURANCE [EXCEPTIONAL EVENTS]
18.1 General Requirements for Insurance
18.2 Notice of Exceptional Events
18.3 Insurance against Injury to Persons and Damage to Property
18.4 Insurance for Contractor's Personnel
18.5 Consequences of Exceptional Events

19. FORCE MAJEURE [INSURANCE]
19.1 Definition of Force Majeure
19.2 Notice of Force Majeure
19.3 Duty to Minimise Delay
19.4 Consequences of Force Majeure
19.5 Force Majeure Affecting Subcontractor
19.6 Optional Termination, Payment and Release
19.7 Release from Performance under the Law

20. CLAIMS, DISPUTES AND ARBITRATION
20.1 Contractor's Claims [Claims]
20.2 Appointment of the Dispute Adjudication Board
20.3 Failure to Agree Dispute Adjudication Board
20.4 Obtaining Dispute Adjudication Board's Decision
20.5 Amicable Settlement
20.6 Arbitration
20.7 Failure to Comply with Dispute Adjudication Board's Decision
20.8 Expiry of Dispute Adjudication Board's Appointment

21. DISPUTES AND ARBITRATION
21.1 Constitution of the DAAB [FIDIC 2017]
21.2 Failure to Appoint DAAB Members
21.3 Avoidance of Disputes
21.4 Obtaining DAAB's Decision
21.5 Amicable Settlement
21.6 Arbitration
21.7 Failure to Comply with DAAB's Decision
21.8 No DAAB in Place

17.30 - 17.40 Closing and Certificate awarded