

## Online E-Learning Programme for the New 2017 FIDIC Conditions of Contract Train Your Project Teams in Construction Contracts and EPC/Turnkey Contracts



High-Point has produced a fourth e-learning training programme specifically for **international contractors**. This training programme provides much more **extensive and better practical training for key project team members** at a **fraction of the cost of any other available training course**.



**Exceptional Online E-Learning Training at a Competitive Price, Red Book or Silver Book**  
**Exceptional value at only US\$ 7,500/annum for up to 20 user licences (US\$ 375/user licence) giving 30 hours of top-quality e-learning prepared by experienced FIDIC practitioners.**

This programme offers the **Red Book** course or the **Silver Book** course (the most used standard forms of contract on international construction projects). **Important and significant changes introduced in FIDIC 2017 makes training for your key project team more important than ever before.**

### Essential learning for:

project managers, construction managers and site engineers  
contract managers, contract administrators, quantity surveyors  
procurement, planning and cost control engineers  
design engineers and architects  
QA/QC, EHS and administration managers

- train up to 20 project team members
- self-learning using interactive and engaging **web-based training materials** prepared by experienced practitioners.
- progress from **Beginner**, through **Elementary**, **Intermediate** and **Advanced** levels and receive Graduation Certificates at each level.

Module	Red Book Course Content	Silver Book Course Content	Certificates
0	General Commentary on Construction Contracts	General Commentary on Construction Contracts	BRONZE SILVER GOLD PLATINUM
1	Requirements and Implications of the General Provisions	Requirements and Implications of the General Provisions	
2	Role and Responsibilities of the Employer	Role and Responsibilities of the Employer	
3	Role and Responsibilities of the Engineer	Role and Responsibilities of the Employer's Representative	
4	Role and Responsibilities of the Contractor	Role and Responsibilities and Design Obligations of the Contractor	
5	Progress and Programme Management	Progress and Programme Management	
6	Delays to Progress, Delays to Completion, Extensions of Time, and Delay Damages	Delays to Progress, Delays to Completion, Extensions of Time, and Delay Damages	
7	Completion of the Works, Tests on Completion, Defects and Taking Over	Completion of the Works, Tests on Completion, Defects, and Tests after Completion	
8	Variations and Adjustments to the Contract Price	Variations and Adjustments to the Contract Price	
9	Measurement and Valuation, Contract Price and Payment	Contract Price and Interim and Final Payments	
10	Suspension and Termination by the Contractor and Exceptional Events	Suspension and Termination by the Contractor and Exceptional Events	
11	Claims, Dispute Avoidance and Dispute Resolution, and Arbitration	Claims, Dispute Avoidance and Dispute Resolution, and Arbitration	
12	Particular Conditions Part A- Contract Data, and Part B- Special Provisions	Particular Conditions Part A- Contract Data, and Part B- Special Provisions	
	Graduation Test	Graduation Test	

each training course comprises 13 x 2hour e-learning modules plus a graduation test

structured around 'key topics' rather than contract clauses

content independently accredited ensuring global CPD quality and training requirements

flexible access to learning materials 24/7 x 12 months

### Why is this Training Programme so Important?

**FIDIC 2017 is replacing FIDIC 1999** and it is very different. It is more complicated and difficult to understand and administer and more prescriptive requiring higher contract administration expertise (and additional cost). Failures to administer properly, give timely notices, maintain contemporary records and provide detailed claims within specified time limits will severely prejudice Contractor's rights to additional payment, extensions of time, and other entitlements.

Comparison of FIDIC 1999 and FIDIC 2017 Conditions	Red Book		Silver Book	
	FIDIC 1999	FIDIC 2017	FIDIC 1999	FIDIC 2017
No of Clauses	163	168	166	169
Number of Pages	74	128	72	123
Number of Words	35,300	56,900	31,300	58,600
Number of Defined Terms	60	88	50	80



available remotely for multi-users

Content and more details are available on <http://www.highpointpartnership.com>

## Module 7 Completion of the Works, Tests on Completion, Defects and Taking Over

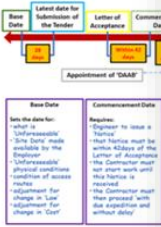
Lesson

### Main Differences Between FIDIC 2017 and FIDIC 1999

The key differences in Sub-Clause 9.1, 9.3, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 11.6, 11.7, and 11.9 are:

- under Sub-Clause 9.1 the Contractor is required to submit a detailed test programme for the tests on completion including the intended timing and resources;
- Sub-Clause 9.4 has been expanded to include failure to pass the tests on completion of a Section;
- Sub-Clause 10.1 now requires as-built records and operation and maintenance manuals to be submitted by the Contractor before a Taking-Over Certificate can be issued by the Engineer;
- there is now a defined term 'Part' where the Employer elects to use a part of the Works before the issue of a Taking-Over Certificate for the Works;
- the link to Sub-Clause 10.3 in Sub-Clause 9.2 in respect to 'undue' delays to the tests suggests an 'undue' delay is a delay amounting to 14 days or more;
- under Sub-Clause 11.1 there is now a joint inspection required if the Employer issues a notice to the Contractor of a defect or damage to the Works (rather than merely a notice from the Engineer);
- there is a change to the wording of Sub-Clause 11.2 whereby 'failure by the Contractor to comply with any other obligation under the Contract' arguably reduces the risk carried by the Contractor;
- an extension of the Defects result of one of the acts in 5
- the Defects Notification Per
- Sub-Clause 11.6 now limits Completion and Tests after 7.4); and
- the Contractor is now entitled Employer delays access dur

Example of



## Example Pages from FIDIC 'Red Book' Course

### Project Team 'Must Do' List for Completion of the Works, Tests on Completion, Defects and Taking-Over

- PREPARE FOR TESTS ON COMPLETION** ensure all as-built records (under Sub-Clause 4.4.2) and operation and maintenance manuals (under Sub-Clause 4.4.3) are complete at the earliest time so as not to delay issue of the Taking-Over Certificate.
- ENSURE THE ENGINEER ACTS PROPERLY** ensure the Engineer properly and fully identifies any outstanding work or defects on receipt of the application from the Contractor for a Taking-Over Certificate under Sub-Clause 10.1 (Taking Over the Works and Sections).
- MANAGE DEFECTS NOTIFICATION** carry out the minor outstanding work, defects and re-testing required in the Defects Notification Period as soon as possible and act properly in dealing with any further defects during the Defects Notification Period.

### General Observations on Construction Contracts

In all common construction contracts, there are provisions dealing with:

- the time for commencement and completion of a project – construction contracts include either a period of time in which the Works have to be completed, or a date when the Works must be completed;
- what the Contractor has to do to achieve completion of the Works;
- sections of the Works required by the Employer to be completed before completion of all of the Works, and parts of sections of the Works;
- the requirements for "taking-over" the completed Works including 'tests on completion';
- what constitutes 'defects', and the requirements and time allowed for remedying those defects; and
- final completion and the issue of a performance certificate.

### Memory Jogger

The Contractor must submit a revised programme whenever a previous programme ceases to reflect actual progress.

### General Observations on FIDIC 2017

Clause 9 and 10 of FIDIC 2017 includes provisions dealing with the tests required before the Works can be considered complete, and the actions required by the Contractor in order for the Employer to take-over the completed Works and for the issue of a 'Taking-Over Certificate'.

It should be noted that under FIDIC 2017 a Taking-Over Certificate can be issued for:

- the 'Works' (which includes both the Permanent Works and the Temporary Works);
- a 'Section' of the Works (which is a part of the Works specified in the Contract Data in Part A of the Particular Conditions); and
- a 'Part' of the Works (which is a part of the Works or the part of a Section which is used by the Employer and deemed to have been taken over under Sub-Clause 10.2).

### Module 7 Stepping Stone Question No. 1

Construction contracts only deal with completion of all of the 'Works' and do not deal with completion of sections or parts of the Works. [True/False]

Clause 11 of FIDIC 2017 deals with completing any outstanding work and the requirements and time for remedying defects in the Works after the issue of a 'Taking-Over Certificate' under Sub-Clause 10.1 (Taking Over the Works and Sections). The Taking-Over Certificate can be issued by the Engineer even if there is minor outstanding works, and minor defects in the Works. It also deals with what is required to enable the issue of a 'Performance Certificate' by the Engineer after all defects have been remedied.

