

# FIDIC for PRACTITIONERS

## TRAINING COURSES

### Entitled

***“Module: FIDIC Subcontract”***

**12<sup>th</sup> November 2022**

**RADISSON COLLECTION ROYAL HOTEL  
Hammerichsgade 1  
1611 Copenhagen**

### Tutors:

**Siobhan Fahey,**

BA BAI (Hons) CEng Dipl. Arb FCI Arb MIEI MICE RCons EI  
Accredited Mediator (CI Arb)

**Dr. Götz-Sebastian Hök,**

Lawyer, Arbitrator, Adjudicator

For further information contact Nestor  
Tel: +4930 30007600 Fax: +4930 51303819

[info@fidic-for-practitioners.com](mailto:info@fidic-for-practitioners.com)

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[www.fidic.org/seminars](http://www.fidic.org/seminars)

[www.fidic-for-practitioners.com](http://www.fidic-for-practitioners.com)

# **“Subcontract for Construction”**

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## **OVERVIEW**

The training course provides a training on the FIDIC Subcontract, 2011 edition. The training is geared towards Main Contractors and Subcontractors, and also Consulting Engineers and lawyers being involved in major Subcontracts. The FIDIC Subcontract enables the Main Contractor to subcontract parts of the Works under the Main Contract on a back-to-back basis to a Subcontractor. The back-to-back approach ensures a smooth and consistent way of subcontracting, and reflects the commercial realities of subcontracting in modern times.

Essentially, this means that the Subcontractor shall design (to the extent specified), execute and complete the Subcontract Works, and also undertake all assistance and support efforts which are needed in order to avoid the Main Contractor becoming liable under the Main Contract for any lack of performance which the Main Contractor has entrusted to the Subcontractor. The tutors of this course are an Irish engineer and a German lawyer who are both member of the FIDIC task group for a Design & Build Subcontract. Both tutors have in depth experience in dealing with Subcontracts and are experienced arbitrators and adjudicators.

## **SEMINAR TUTOR:**

The course is provided by Nestor Bildungsinstitut GmbH in collaboration with FIDIC. Nestor specializes in training and management in particular in the consultancy to international construction and infrastructure industries. The Nestor tutors have provided over 100 training courses worldwide in the last 4 years on the use of FIDIC documents.

**Tutors:** Dipl.-Ing., Dipl.-Wirt-Ing. Axel-Volkmar Jaeger (past Chairman FIDIC Contracts Committee and past member of the FIDIC Executive Committee), Dr. Götz-Sebastian Hök (Lawyer, Arbitrator and FIDIC listed Adjudicator) and Siobhan Fahey (Contracts Committee Member, Task Group Chair) and Dipl.-Ing. Robert Werth.

## **COURSE MATERIALS**

The course materials will include a set of slides and a script. Upon convenience the trainers will provide additional materials. All courses are up to date and will become updated regularly. Recent case law and experiences will be discussed. Materials in English:

- FIDIC Subcontract for Construction, 2011
- FIDIC Conditions of Contract for Construction, 1<sup>st</sup> Edition 1999
- Course notes, especially written for using “Construction Contracts”
- Set of powerpoint slides used during the seminar - to be used as a work book
- Work exercises

## **WHO SHOULD ATTEND?**

The seminar provides the essential knowledge for professionals from Government Ministries, Departments and Agencies, Private Sector Employers, Consulting Engineers, Contractors, Sub-Contractors, Quantity Surveyors, Architects, Legal Advisers and all involved with the new generation of International Projects. It is particularly important where FIDIC management procedures shall be implemented.

# PROGRAMME

## FIDIC Subcontract

**Day 1: 9. a.m. – 5.00 p.m.**

**8.30-9.00 Registration, Coffee/ Tea**

### **Session 1.**

#### ***Introduction to FIDIC***

- Overview
- Subcontract Timeline: an overview
- Understanding FIDIC

### **Session 2.**

#### ***Background***

- FIDIC's decision to publish a subcontract
- Genesis of Subcontract document
- D&B Subcontract

**10.30-10.45 Coffee/ Tea in Foyer**

### **Session 3**

#### ***Back-to-back with FIDIC Red Book 1999***

- meaning of 'back-to-back'
- FIDIC's philosophy and principles
- Incorporation of terms of RB 1999

### **Session 4**

#### ***Documents***

- Subcontract documents
- Agreement, appendix to subcontractor's offer, annexes, Clause 1.1, Clause 1.8 + guidance note, Annex B

### **Session 5**

#### ***Subcontractor's general obligations to Main Contractor***

- Design, execution and completion of Works: Clause 4.1
- Additional Subcontractor's duties

### **Session 6**

#### ***Subcontractor's general rights against Main Contractor***

- Pass-down of main contract rights relating to Subcontract Works: Clause 2.4
- For example: if adjustments to price for changes in law and/or cost are applicable under main contract, then applicable under Subcontract: Clauses 13.4, 13.5
- Does the principle apply to Variations?

### **Session 7**

#### ***Main Contractor's obligations (for overall management)***

- instructions: Clause 3.1
- co-ordination of subcontractors: Clause 3.1, 3.5
- secure Subcontractor's rights, 2.4
- access to site: Clause 3.2 + guidance note
- Subcontractor's obligations to co-operate: Clause 6.1 + guidance note
- Main Contractor's representative: Clause 6.3
- force majeure: Clause 19.1 + guidance note
- fair determinations: Clauses 12.3, 20.2 – the role of the Contractor's Representative

### **Session 8**

#### ***Plant, equipment and materials for Subcontract Works***

- Subcontractor's use of, free-issue materials, ownership: Clause 7 + guidance notes, Annex D
- Back-to-back Resource planning
- Ownership

### **Session 9**

#### ***Timing and programming of Subcontract Works***

- Commencement & Programme
- Examples: Critical path under Subcontract; EOT under Subcontract affecting progress under Main Contract.

### **Session 10**

#### ***Payment to Subcontractor***

- Subcontract Price: Clause 14.1 + guidance note
- Payments
- Measurement and evaluation: Clause 12 + guidance notes, Annex C Part 3
- Special case: nominated Subcontractors

### **Session 11**

#### ***Variations and adjustments***

- What is a Variation?
- Procedures

### **Session 12**

#### ***Tests, Completion & Taking-over of Subcontract Works***

- Tests
- Taking-Over of the Subcontract Works or Section
- Taking-Over of parts of the Subcontract Works

### **Session 13**

#### ***After Taking-over – Defects Notification Period***

- Subcontractor's obligations after taking over, remedy of defects: Clause 11.1
- Defects Notification Period: Clause 11.2
- Performance Certificate: Clause 11.3

### **Session 14**

#### ***Suspension & Termination***

- Suspension
- Termination

### **Session 15**

#### ***Risk Allocation & Indemnities & insurance***

- Care of the Works, commercial risks
- Subcontractor's indemnities: Clause 17.1
- Main Contractor's indemnities: Clause 17.2
- Subcontractor's insurance: Clause 18.1+ Annex E
- + guidance note, Clause 18.3

### **Session 16**

#### ***Claims***

- Claims back-to-back in general
- Subcontractor claims: Clauses 20.2, 20.3
- Main Contractor claims: Clause 3.3
- Employer's claims under main contract: Clauses 3.4

### **Session 17**

#### ***Disputes***

- Aims: dispute resolution and dispute avoidance
- Notice of dispute: Clause 20.4
- Dispute related to main contract, delay for main contract DAB decision: Clause 20.4
- Subcontract DAB: Clauses 20.5, 20.6
- Enforceability of Subcontract DAB decisions
- Arbitration

**Throughout the seminar there will be opportunities for questions  
(Seminar Fees include: Lunch, refreshment and course materials)**

**Please complete the attached registration form.**

**REGISTRATION FORM**

**Two day training course entitled:**

**“Subcontract”**

**12<sup>th</sup> November 2022**

Radisson Collection Royal Hotel,  
Hammerichsgade 1, 1611 Copenhagen  
<https://www.radissonhotels.com/en-us/hotels/radisson-collection-copenhagen>

**Please complete in BLOCK/ CAPITALS ONLY  
Participant & Company details:**

First Name.....

Family Name.....

Job Title.....

Organization Name.....

Organization Address.....

Telephone:.....EXT.....

Organisation Email: .....

Participant (s) Email:.....

**I confirm payment of € 1,500\* per delegate**

**For 2 or more delegates from the same organization - € 1,300\* per delegate.**

\*plus VAT if any

EU resident:    yes:     no: .

if yes: VAT ID number .....

Our services are subject to Value-added-Tax-regulations in Germany and the EU. According to legal requirements the following regulations apply:

a) Entrepreneurs/ Companys headquartered within the EU (VAT-ID is strictly required!)<sup>1)</sup> will get an ‘reverse-charge’ invoice.

b) Entrepreneurs/ Companys headquartered outside the EU<sup>1)</sup> will get an invoice without VAT

c) Entrepreneurs/ Companys headquartered in Germany will be invoiced plus 19 % VAT

d) All other participants will be charged the local VAT (VAT of the venue).

<sup>1)</sup> If the entrepreneurial capacity is not proven in case of b), no VAT-ID is stated or the VAT ID is not valid in case of a), the local VAT of the venue (see d)) has to be invoiced and paid additionally!

With your signature you accept these regulations as mandatory.

**Payments by:**

Certified Cheque or Bank Transfer payable to:

**Nestor Bildungsinstitut GmbH  
Alt Blankenburg 1a  
D - 13129 Berlin  
Berliner Volksbank eG  
Account No. 8301874015  
BIC (Swift Adress): BEVODEBB  
IBAN: DE61 1009 0000 8301 8740 15**

**Wire Transfers/ Deposits attract bank charges which are for your account.**

**Note: You will be invoiced for these charges should they be charged to Nestor’s account.**

**Terms and Conditions**

**PAYMENT RECEIPTS:**

All registered delegates will receive an acknowledgement of registration, together with confirmation of payment 5 days before the course.

**CANCELLATIONS:**

**Cancellations by delegates must be made in writing and received 3 weeks before the seminar. It is regretted that no refunds will be made or invoices cancelled after this date and the full registration fee will be payable. Substitutions may be made at any time.**

**NOTE: Should registration be conducted outside of cancellation period, registrant will be subject to established cancellation policy.**

**CANCELLATION BY THE ORGANIZERS:**

We reserve the right to cancel the event if it is under subscribed or for any reason. In the event of cancellation we will endeavor to give delegates two weeks notice and the fee will be refunded in full.

**AUTHORIZATION**

**I have read and accept the above Terms and Conditions**

Name: .....

Job Title:.....

Signature:.....

- ✓ Please note that the registration process is only **complete** when acknowledgement of receipt of registration form and proof of payment is received from the Nestor via fax, email at least five days before the course.
- ✓ Questions or queries should be directed to Tel: +49 (0)30 3000760-0
- ✓ Fax: +49 (0)30 51303819 or Email:info@fidic-for-practitioners.com
- ✓ **All Registration forms to be submitted on or before: 25<sup>th</sup> October 2022.**