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# FIDIC Asia-Pacific Contract Users' Conference

*The essential guide for successfully utilising the FIDIC suite of contracts and effectively resolving disputes in Asia-Pacific*

Dates: 5th & 6th July 2011, Pre-Conference Workshops: 4th July 2011

Venue: Grand Hyatt Singapore

**Don't miss this unique opportunity to gain expert advice on how you can:**

- Get the latest updates on the **FIDIC Procurement Procedure and Claims Under FIDIC Contracts**
- **Examine the roles of the parties in FIDIC contracts:** Engineers, Employers and Contractors.
- Keep abreast of the latest **litigation, arbitration and dispute resolution** techniques specific to the Asia-Pacific region
- Analyse the differences between the **MDB Harmonised Construction Contract, the Construction and Design-Build Contracts** and the **EPC/Turnkey Contracts** and their application in the Asia-Pacific region

Also benefit from **3 fully interactive workshop sessions:**

- **Workshop A** - Using Dispute Boards to Successfully Resolve Disputes in Asia-Pacific
- **Workshop B** - Contract Risk Management for FIDIC Projects in Asia
- **Workshop C** - Avoiding, Managing and Resolving FIDIC Disputes for Development, Infrastructure and Oil & Gas Projects in South East Asia

**Your registration includes copies of:**

- FIDIC DBO Contract Guide, 1st Edition 2011
- FIDIC Construction Subcontract, 1st Edition 2011

## Your Speaker Faculty 2011:

- **PHILIP JENKINSON**, Atkins, (UK); *Chair, FIDIC Contracts Committee*
- **Dr DONALD CHARRETT**, Barrister, Arbitrator, Mediator, MTECC (Australia)
- **SVEND POULSEN**, Project Director, Atkins; *Chair, FIDIC Updates Task Group* (Denmark)
- **ALEX WONG**, Partner, Hogan Lovells Lee & Lee (Singapore)
- **Prof. ZHANG SHUIBO**, School of Management, TIANJIN UNIVERSITY (Beijing)
- **Dr TOSHIHIKO OMOTO**, Professor, Kyoto University; *Member, FIDIC Assessment Panel for Adjudicators; Arbitrator* (Japan)
- **SALVADOR P. CASTRO Jr.**, Chairman, SP Castro & Associates Inc. (Philippines)
- **Dr SARWONO HARDJOMULJADI**, Ministry of Public Works (Indonesia)
- **ELLIS BAKER**, Head of Construction & Engineering Practice Group, White & Case (London) and Lead Author of *FIDIC Contracts Law and Practice* (Informa, 2009)
- **SEBASTIAN HÖK**, Partner, Hök, Steigmeier & Kollegen; *FIDIC Adjudicator* (Germany)
- **WILLIAM GODWIN**, Barrister; *Member, CIETEC Foreign Arbitrators' Panel* (UK)
- **SIMON HUGHES QC**, Keating Chambers (UK)
- **ANDREW BRICKELL**, Director of Project Management, MWH (New Zealand)
- **RUSLI BIN IDRUS**, former General Manager (Project Management and Control), Generation Div, **TNB Fuel Services** (Malaysia)
- **GEOFFREY SMITH**, Partner, PS Consulting (France)
- **JAN ZIEPKE**, Project Consulting and Project Management Services, **FIDIC Contract Updates Task Group** (Germany)
- **Dr. P. V. AMARNADHA PRASAD**, Consulting Engineer Amarnadha Prasad Associates (India)
- **PAUL TEO**, Consultant, Hogan Lovells Lee & Lee (Singapore)
- **NANDAKUMAR PONNIYA**, Partner, White & Case (Singapore)
- **CHOW KOK FONG**, Chief Executive Officer, Changi Airports Int. (Singapore)

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# FIDIC Asia-Pacific Conference

**CONFERENCE DAY ONE: Tuesday 5th July 2011**

09:00 Registration and Coffee

09:30 **Welcome from the Chair**

**Philip Jenkinson, Atkins, UK; Chair, FIDIC CONTRACTS COMMITTEE (UK)**

09:35 **Introduction**

*A summary of FIDIC's works contracts that are widely used industry standards, with many government authorities adopting the contracts. Attend this session to learn about FIDIC's:*

- Short Form of Contract
- Construction and Plant and Design-Build Contracts
- Construction Subcontract
- EPC/Turnkey Contract
- Design-Build-Operate Contract

**Dr. Donald Charrett, Barrister, Arbitrator, Mediator, MTECC (Australia)**

09:45 **FIDIC Procurement Procedure**

*The new FIDIC Project Procurement Guide to be published in 2011 goes much beyond FIDIC Tendering Procedure by taking account not only of the publication of new FIDIC forms of contract but also of the introduction of novel approaches to project procurement. Review the best-practice procedures that ensure receiving responsive and competitive tenders so that contracts can be awarded which will deliver satisfactory results:*

- Role of initial and feasibility studies
- Defining a project strategy
- Working stepwise through the tendering processes,
- Sample documents for prequalification and instructions to tenderers
- Incorporating International Financing Institution mandatory provisions

**Philip Jenkinson, Atkins, UK; Chair, FIDIC CONTRACTS COMMITTEE (UK)**

10:30 **Role of the Engineer**

*This session will demonstrate why the FIDIC system of an engineer in charge is to be preferred for projects with a single construction contract. If the parties wish to introduce other parties it will be argued that they should be working within the system and be given a detailed description of the task or tasks allocated to them from within the responsibilities of the engineer and/or the contractor. Moreover, even in the case of multiple contracts with more than one main contractor, the FIDIC system should be maintained rather than introducing other functions with shared responsibilities and liabilities that tend to lead to conflict and dispute regarding their precise nature and quantum.*

- The Engineer as central to the FIDIC system
- Successfully integrating third parties in projects with a single construction contract
- What happens in the case of multiple contracts and contractors
- How an "engineer-centred" FIDIC system can help minimise conflict and disputes

**Professor Zhang Shuibo, Construction Management, School of Management, TIANJIN UNIVERSITY; CIOB (China)**

**Geoffrey Smith, PS CONSULTING (France)**

11:15 Coffee Break

11:45 **Claims under FIDIC Contracts**

*Developments in presenting and pursuing a claim under a FIDIC contract with particular reference to proposed updates for the 1999 suite of FIDIC works contracts:*

- Time bars
- Documentation –compliance with applicable laws
- Effect of delay damages on an extension of time
- Effect of works not being ready for testing
- Considerations concerning removal of items from the site
- Expectations of the Dispute Adjudication Board

**Geoffrey Smith, Partner, PS CONSULTING (France)**

**Dr. P.V. Amarnadha Prasad, AMARNATH PRASAD ASSOCIATES CO., HYDERABAD (India)**

12:30 **Redefining the Employer's Requirements**

*The Employer's Requirements are crucial and must include all things that the Employer requires in respect of the execution and completion of the works, including the requirement as to the 'intended purpose'. Learn how the FIDIC Plant and Design-Build Contract calls for:*

- Obligations on the Employer and Contractor in respect of responsibility for the accuracy, sufficiency and completeness of the Employer's Requirements
- A changed risk allocation, for instance by increasing the extent of the carve-out in respect of liability for which the Contractor is not liable
- Offsetting by items such as notes on drawings or process diagrams indicating that the design is not fixed
- Clarification of the "intended purpose"

**Philip Jenkinson, Atkins, UK; Chair, FIDIC CONTRACTS COMMITTEE (UK)**

**Dr. Sebastian Hök, Partner, HÖK, STEIGLMEIER & KOLLEGEN, FIDIC ADJUDICATOR (GERMANY)**

13:15 Networking Lunch

# Contract Users' Conference

## 14:30 Panel Session: DAB Process – Developments and Challenges

The DAB procedure was introduced as FIDIC's method for primary dispute resolution and has now been made mandatory by the MDBs for the MDB Harmonised Edition of the FIDIC Construction Contract. Attend this session to gain practical hints and tips on:

- Procedural developments
- Recent examples of DABs
- Differences between the various forms of DAB
- Construction industry trends affecting disputes and claims
- Perceived barriers to DABs
- Issues concerning the use of DABs in various types of projects
- Cost savings and other benefits as a direct result of DABs
- Court enforcement of DAB's decisions

**Dr. Sebastian Hök, Partner, HÖK, STEIGLMEIER & KOLLEGEN, FIDIC ADJUDICATOR** (Germany)

**Dr. Toshihiko Omoto, Professor, KYOTO UNIVERSITY; Member, FIDIC Assessment Panel for Adjudicators; Arbitrator** (Japan)

**Salvador P. Castro Jr., Chairman, SP CASTRO AND ASSOCIATES INC.** (Philippines)

15:30 Refreshment Break

## 16:00 Using the FIDIC Yellow and Silver Books in South East Asia

- Summary of the use of the EPC Turnkey and Plant & DB FIDIC Contracts in South East Asia
- Interaction between the law of the country and the EPC Turnkey and Plant & DB FIDIC Contracts in common law and civil law jurisdictions in South East Asia
- Advantages that the EPC Turnkey and Plant & DB FIDIC Contracts bring to South East Asia
- Looking forward to the future of the EPC Turnkey and Plant & DB FIDIC Contracts in South East Asia

**Alex Wong, Partner, HOGAN LOVELLS LEE & LEE** (Singapore)

**Paul Teo, Consultant, HOGAN LOVELLS LEE & LEE** (Singapore)

**Jan Ziepke, Project Consulting and Project Management Services, FIDIC CONTRACTS UPDATES TG** (Germany)

## 16:45 Updates to the FIDIC Suite of Contracts

Participate in an exclusive insight into the latest developments to updates of the FIDIC suite of major works contracts planned for publication in 2011. Major issues under discussion include:

- The Engineer's role
- The specification of design requirements

- The Contractor's proposal
- Requirements for the Contractor's programme
- Advance warning
- Exceptional risks
- Communications and manuals
- Strategies for forming a DAB and reinforcing its role

**Svend Poulsen, Project Director, ATKINS; Chair, FIDIC UPDATES TASK GROUP** (Denmark)

17:30 Closing Remarks for Day One

## CONFERENCE DAY TWO: Friday 6th July 2011

09:00 Opening remarks

## 09:15 Construction Contract – 1999 and MDB Harmonised Editions

- Understand key aspects of the FIDIC Construction Contract including measurement and payment, the role of the engineer and variations
- Discuss why these conditions of contract are widely used in a variety of different jurisdictions and circumstances
- Hear FIDIC's experience of using the Multilateral Development Bank (MDB) Harmonised Edition of the FIDIC Construction Contract for MDB-financed projects
- Gain an insight into the perspective of the MDB's and their experience of working with the MDB Harmonised Edition
- Identify and analyse variations between the original FIDIC Construction Contract and the MDB edition
- Increase your understanding of the contractor's perspective

**Dr. Donald Charrett, Barrister, Arbitrator, Mediator, MTECC** (Australia)

**Dr. Sarwono Hardjomuljadi, MINISTRY OF PUBLIC WORKS** (Indonesia)

## 10:00 Plant & Design Build Contract – Recent Experience

The FIDIC Plant and Design-Build Contracts is now widely used in both the private and public sectors.

- Understand key aspects of the contract, especially the importance of the Employer's Requirements and the Contractor's Programme.
- Learn about adapting the contract to fit a particular project through appropriate drafting of specific provisions

**Rusli bin Idrus, Former General Manager (Project Management and Control), Generation Div, TNB** (Malaysia)

**Andrew Brickell, Director of Project Management (Asia-Pacific), MWH** (New Zealand)

10:45 Refreshment Break

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"A comprehensive and thought provoking conference"

(M Olive, Davis Langdon & Seah)

"A well organised conference with relevant topics"

(SP Castro, SP Castro & Associates)

Grand Hyatt Singapore

5th & 6th July 2011

11:15 **EPC/Turnkey Contract – Latest Developments**

Hear more on recent experience in using the FIDIC EPC/Turnkey Contract, notably issues relating to specific aspects such as:

- Performance-based contracts with project-specific obligations on the contractor to make the project bankable and to take account of specific lender requirements
- How additional payment and additional time are limited
- Multiple turnkey projects
- Design liability and front-end engineering design
- Handling unforeseen ground conditions
- Imposing time-related obligations backed up by liquidated damages
- The client's pre-completion control

**Moderator:**

**Alex Wong, Partner, HOGAN LOVELLS LEE & LEE (Singapore)**

**Panel Speakers:**

**William Godwin, Barrister; Member, CIETAC Foreign Arbitrators' Panel (UK)**

**Chow Kok Fong, Chief Executive Officer, CHANGI AIRPORTS INT. (Singapore)**

12:00 **DBO Contract – recent experience**

The DBO approach to contracting combines design, construction and long-term operation and maintenance of a facility into one single contract awarded to a single contractor.

- Examine the FIDIC Design-Build-Operate form of contract
- Hear about the contract's use
- Review elements of the contract that will bear upon the future development of other FIDIC contracts
- Discuss the possible development of a brown-field version.

**Andrew Brickell, Director of Project Management (Asia-Pacific), MWH (New Zealand)**

12.45 Lunch

14:00 **FIDIC Construction Subcontract**

FIDIC is publishing the final First Edition of the new FIDIC Construction Subcontract that replaces the Red Book Subcontract, 2nd Edition 1992. This session will highlight everything you need to know regarding the changes and how this will affect how you operate under the contract:

- Analysis of the new FIDIC subcontract, notably the scope and main features
- Using the subcontract alongside FIDIC's Construction Contract – recent experience
- Report on user's feedback to the Test Edition
- Possible features of a new subcontract for FIDIC's Plant and Design-Build Contract

**Dr. Sebastian Hök, Partner, HÖK, STEIGLMEIER & KOLLEGEN, FIDIC ADJUDICATOR (Germany)**

15.00 Refreshment Break

15:30 **Arbitration – Latest Developments**

- Litigation trends and developments
- Effective alternative methods of dispute resolution
- What can parties do within the 56 days allowed for in Sub-Clause 20.5 of the FIDIC contracts to get a dispute settled?
- Why does FIDIC have a requirement to attempt amicable settlement before commencement of arbitration?
- Options available to settle construction disputes not settled by a DAB, during this 56-day period, and before arbitration
- Making international arbitration work
- Obtaining assistance from the local courts to assist in the resolution of disputes and enforcement of awards

**Moderator:**

**Ellis Baker, Head of Construction & Engineering Practice Group, WHITE & CASE (London) and Lead Author of FIDIC Contracts Law and Practice (Informa, 2009)**

**Panel Speakers:**

**Simon Hughes QC, KEATING CHMABERS**

**Nandakumar Ponnaiya, Partner, WHITE & CASE (Singapore)**

**William Godwin, Barrister; Member, CIETAC Foreign Arbitrators' Panel (UK)**

16:45 Concluding Remarks and Close of the Conference

**Join a wide range of companies at the leading FIDIC Contract Users' forum for the Asia-Pacific region**

**Companies sending one or more attendees to previous FIDIC Asia-Pacific events include:**

- |  |  |
|--|--|
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| • Davis Langdon and Seah Vietnam         | • National Water Co                                |
| • Tsinghua University                    | • Construction Industry Development Board Malaysia |
| • PT Bismark Solusi Konsultan            | • Hudigm Architects & Engineers                    |
| • Atkins China Ltd                       | • Schulz Noack Barwinkel                           |
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# FIDIC Asia-Pacific Contract Users' Conference

Grand Hyatt Singapore • 5th & 6th July 2011

## What delegates at FIDIC Contract Users' events have been saying:

*"I appreciate the "local flavour" of the event and the openness of the contract committee to explain the changes envisaged and listening to suggestions from the audience"*  
(O Valentina, AB Resolution)

*"An interesting and eye opening conference with regards to the recent developments of FIDIC forms of contract, and delegate experiences"*  
(R Hussain, EWAAN)

*"Well done! The event should be followed by everyone who needs the essential review of the latest developments in FIDIC contracts delivered by international FIDIC experts"*  
(VZakiyya, PT Petarmina)

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## FIDIC: Enabling International Dialogue

- FIDIC is the international federation of national associations of consulting engineers. The members of each national association comply with FIDIC's code of ethics which calls for impartial advice, competence and fair competition
- Today FIDIC membership numbers 84 member associations from all parts of the globe and represents most of the independent practising engineers in the world
- FIDIC acts as a forum for the exchange of views and information and actively encourages the discussion of matters of mutual concern among member associations. FIDIC publishes best-practice guides as well as widely used and internationally recognised services agreements and works contracts
- FIDIC can be contacted by telephone on +41 (22) 799 4900, or visit the website at [www.fidic.org](http://www.fidic.org).

## Pre-Conference Workshops: Wednesday 4th July 2011

Workshop A (09:00 – 11:30 – Registration & Coffee from 08:30)

### Using Dispute Boards to Successfully Resolve Disputes in Asia-Pacific

The use of Dispute Boards is now prevalent in most jurisdictions where FIDIC contracts are used, and widely acknowledged as a powerful mechanism to resolve disputes that may otherwise take considerable time, effort and financial resources to resolve satisfactorily. It is therefore essential that those operating under FIDIC in Asia-Pacific know how to best harness the potential, and avoid the pitfalls, of Dispute Boards. This interactive workshop session was designed to help you understand how to constitute a successful Dispute Board in the Asian region and win your claim, or successfully defend your position.

Check [www.ibclegal.com/fidicasia](http://www.ibclegal.com/fidicasia) for speaker updates and the latest agenda

Workshop B (11:30 – 14:00 – Working lunch served at 13:00)

### Contract Risk Management for FIDIC Projects in Asia-Pacific

Given their multifaceted nature, involving several interacting activities, each with their own danger of something going wrong, construction projects are sensitive to an extremely wide range of hazards and risks. From a contractual perspective, the risk management strategy translates into the allocation of those risks both during and after the completion of the project. This workshop will explore the range of tools available within the FIDIC suite of contracts to help you manage your project risks effectively. Several risk elements will be discussed including: design, payment, programme/delay, change in law, Force Majeure and Dispute Resolution.

Check [www.ibclegal.com/fidicasia](http://www.ibclegal.com/fidicasia) for speaker updates and the latest agenda

Workshop C (14:00 – 17:30)

### Avoiding, Managing and Resolving FIDIC Disputes for Development, Infrastructure and Oil & Gas Projects in South East Asia

*This interactive workshop is designed to focus on the key issues commonly faced by owners and contractors who are involved in major development, infrastructure and oil and gas projects in South East Asia and who wish to employ sound strategies for avoiding, managing and resolving disputes in an effective manner. Particular areas of focus include:*

- Commercial setting for development, infrastructure and oil and gas projects in South East Asia
- Dispute avoidance strategies
- Common areas giving rise to disputes
- Effective claims strategy and management
- DAB process and enforcement of DAB decisions
- ADR options: including early neutral evaluation, mediation and other processes
- Arbitration: choice of seat and procedural rules - what are the available and preferred options
- Arbitration: fast track arbitration and options for controlling time and costs in an arbitration
- Arbitration: domestic and international enforcement of arbitral awards
- Investment treaty protection for major development, infrastructure and oil and gas projects

**Timothy Hill**, Head of the Projects (Engineering and Construction) Asia, Hogan Lovells (Hong Kong)

**Damon So**, Partner, Hogan Lovells (Hong Kong)

**Alex Wong**, Partner, Hogan Lovells Lee & Lee (Singapore)

**Paul Teo**, Consultant, Hogan Lovells Lee & Lee (Singapore)

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# FIDIC Asia Pacific Contract Users' Conference

Dates: 5th & 6th July 2011, Pre-Conference Workshops on 4th July 2011

Venue: Grand Hyatt Hotel, Singapore

**VIP CODE:**

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## WHEN AND WHERE

**KW8143**  
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## HOW MUCH?

	Book by 6th May	Book by 3rd June	Standard Price
Full Event - Conference + 3 Workshops	SAVE USD 700 □ USD 2796	SAVE USD 500 □ USD 2996	SAVE USD 300 □ USD 3196
Conference + 2 Workshops - specify 2 workshops below	SAVE USD 600 □ USD 2397	SAVE USD 400 □ USD 2597	SAVE USD 200 □ USD 2797
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Conference Only:	SAVE USD 400 □ USD 1599	SAVE USD 200 □ USD 1799	□ USD 1999
Workshops Only - specify workshop(s) below	□ USD 499 each	□ USD 499 each	□ USD 499 each

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\*Please select which workshop you wish to attend:

- Workshop A: 9:00-11:30: Using Dispute Boards to Resolve Disputes in Asia-Pacific**  
 **Workshop B: 12:00-14:30: Contract Risk Management for FIDIC Projects in Asia-Pacific**  
 **Workshop C: 15:00-17:30: Resolving FIDIC Disputes for Infrastructure and Oil & Gas Projects in South East Asia - Issues, Challenges and Solutions**

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