



**MASTERING  
ENGINEERING &  
CONSTRUCTION CONTRACTS  
(NEC4, FIDIC, JBCC, GCC)  
PROTEA HOTEL DURBANVILLE,  
CAPE TOWN**

## EVERYTHING YOU NEED TO KNOW ABOUT CONTRACTS

We bring a very unique hands-on and practical approach to the FIDIC, NEC, GCC and JBCC contract and contract management seminar. Our approach highlights the importance of understanding the relationship between a contract and a project schedule and reinforces the principles to be applied within contract management.

Our seminars strives to enable each and every attendee.

**NOV.**  
**9-11, 2020**  
**8:30AM - FINISHED**

Book and pay before  
**19 October 2020**  
and get a discount per  
delegate.

in association with:



Coen Snyman International

accredited by:



**ECSCA: 3 CPD Points**

## DAY ONE

08:00 ARRIVAL & REGISTRATION

08:30 MORNING SESSION

### PUTTING THE TENDER AND CONTRACT TOGETHER

The correct way in which to draft, prepare and/or to complete the Contract Agreement, Appendix to Tender, Particular Conditions, Employer's Requirements / Specifications / the Works Information, the Contract Data and other schedules will be discussed and demonstrated.

### USE AND REVISION OF THE PROGRAM AND OTHER TIME RELATED MATTERS AND OBLIGATIONS

The requires of each contract that relates to the Time for Completion, the obligation to provide and update a program, how the program should be complied etc. will be discussed. Attention will also be given to early warnings and other obligations that relate to the timeous performance of the works and what remedies, if any, are available in the event of breach or failure by the contractor to comply with these provisions of the contract.

13:00 LUNCH BREAK

14:00 AFTERNOON SESSION

### ROLE OF THE ENGINEER/ PRINCIPAL AGENT/ PROJECT MANAGER AND SUPERVISOR IN ADMINISTERING THE CONTRACT

An in-depth look will be taken of role and responsibilities of the Employer's agent/ representative, including the making of "determinations", issuing of certificates, issuing of instructions etc.

16:00 END OF DAY ONE

## DAY TWO

08:00 ARRIVAL & REGISTRATION

08:30 MORNING SESSION

### PAYMENT PROVISIONS

The procedure to follow in order to submit applications for interim and final payments, the applicable payment procedures and payment terms

### DAY TWO MORNING SESSION CONTINUED...

will be discussed. The differences between remeasurable and lump sum/fixed-price contracts will also be discussed. Reference will also be made to the other types of NEC contracts that exist (e.g. Target Cost contracts).

### VARIATIONS

The reason for and extent of variations that may be ordered will be discussed as will be the procedures to follow in order to deal with the time and cost implications of variations. The clauses applicable to the valuation of work that has been executed, the adjustment of rates and revision of the lump sum price due to variations will be investigated.

13:00 LUNCH BREAK

14:00 AFTERNOON SESSION

### CONTRACTOR'S CLAIMS FOR A REVISION OF THE COMPLETION DATE AND/OR FOR THE PAYMENT OF ADDITIONAL COST. CLAIMS BY THE EMPLOYER

The procedures relating to notification and submission of claims for additional time and cost as well as NEC compensation events will be discussed. Attention will be given to reasons for the prevalence and high incidence of claims and how, possibly, to avoid claims from arising. The manner in which claims must be quantified as the use and value of contemporary and other records will be discussed. Issues relevant to claims (e.g. current delays, the Delay and Disruption Protocol, various Heads of claims etc) will be discussed.

The events giving the contractor a right to claim, including force majeure events, delays attributable to the employer and the employer's personnel, employer's risks etc will be discussed in detail. This session aims at providing learners with tips and guidance on how to prepare and to submit claims correctly, thereby reducing the risk of claims being rejected or dismissed.

16:00 END OF DAY TWO

## DAY THREE

08:00 ARRIVAL & REGISTRATION

08:30 MORNING SESSION

### QUALITY CONTROL

Provisions relating to quality control, defective workmanship, liability for errors in the design,

# MASTERING ENGINEERING & CONSTRUCTION CONTRACTS (NEC4, FIDIC, JBCC, GCC) TRAINING SEMINAR

## DAY THREE MORNING SESSION CONTINUED...

tests, the Take-Over certificate, the Works Certificate and the Defects Notification Period, Defects Correction Period amongst others, will be discussed. TERMINATION, DISPUTE RESOLUTION AND CLAIMS The grounds and procedures to be adopted should any party wish to terminate the contract will be discussed as well as the procedures to notify and to refer disputes. An explanation of the role and function of the Adjudicator and Arbitrator will be discussed and the differences between these two dispute resolution forums will also be highlighted.

13:00 LUNCH BREAK

14:00 AFTERNOON SESSION

CASE STUDIES AND SCENARIOS  
Practical examples and exercises

16:00 END OF DAY THREE

## WHO SHOULD ATTEND

Contract Managers, Engineers, Procurement Officials, Project Managers, Commercial Managers, Construction Managers, Architects, Contractors, Civil Engineers.



## ABOUT THE TRAINER

Coenraad Snyman is a specialist in the procurement of contracts in the engineering, construction and mining sector, in contract administration, claims and dispute resolution. He has practical experience in the use of most construction and engineering contracts. Coenraad is sought after and is often used as a trainer and facilitator on FIDIC, NEC, GCC and JBCC forms of contract, not only in South Africa but also internationally. He was, until September 2012, employed as a senior contract specialist at AngloGold Ashanti, the 3rd largest gold producer in the world. Prior to joining AngloGold Ashanti, Coenraad was a Director of Turner & Townsend and acted as head of their Contract Services division in Africa.

He has been admitted as an attorney in the High Courts of South Africa and Lesotho. Coenraad now practises as an independent consultant to the mining, engineering and construction industry, provides training in the procurement and use of FIDIC, NEC, GCC and JBCC contracts and is available for appointment as an adjudicator, arbitrator or DAB member.

He acts for and on behalf of parties in disputes but is often also consulted to advise clients, during the execution of the works, on ways in which to avoid and/or to resolve or settle matters prior to them escalating into formal disputes. He has also been appointed to facilitate an Advanced Contract Drafting course for the Law Society of South Africa. This



**Construction Industry Development Board**

The above logo is used to identify the organisation who prescribes the contracts that our course covers. The trademark owner has not authorised or sponsored this course and CPD Africa has no direct association with the above trademark owner.



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## REGISTRATION INFO / FEES

**Event:** Mastering Engineering & Construction Contracts (NEC4, FIDIC, JBCC, GCC) Training Seminar  
**Date:** 9 - 11 November 2020  
**Venue:** Protea Hotel Durbanville, Cape Town  
**Price:** (excluding VAT and per delegate)  
**Early Bird:** R9490 + vat (pay before 19 Oct 2020)  
**Standard:** R10490 + vat  
**Group Discount:**

4-6	10%
7-11	13%
12+	16%

calculated on standard price

## AUTHORIZATION

**Full Name:**  
**Tel (Direct Line):**  
**Signature + date:**  
**Person responsible for payment:**  
**Tel (Direct Line):**  
**Email Address:**

## COMPANY DETAILS

Company / Organization Name:

Physical Address:

Postal Address:

Tel (Direct Line):

Tel (S/Board):

Fax:

Email:

VAT Registration:

## OFFICE USE

## STATUS

## DELEGATE DETAILS

Title:	Full Name:	Designation:	I.D. Number:	Cell:	Email:

### TERMS AND CONDITIONS

#### Payment Terms:

Payment is required within five (5) days on receipt of tax invoice  
 Following completion and return of the registration form, full payment is required within five (5) days from receipt of tax invoice and an invoice will be sent as receipt of payment. We reserve the right to refuse admission and withhold CPD points and certificate if payment is not received on time, a payment or an official purchase order must be received prior to the conference or training seminar.

#### Fees:

Fees are exclusive of VAT  
 Bulk discounts are not calculated on early bird price. Invoiced amounts need to be paid on or before the early bird date to receive the rate. If names and/or ID numbers are not confirmed before documents are sent through to the venue, you will be liable to pay the courier fee.

**Cancellation Policy:** Written cancellations made within 48 hours of the receipt of the signed registration form will receive a full refund. Cancellation received in writing 1 month prior to the start of the event will receive a 50% refund or discount on the invoiced amount. Cancellation within 1 month of the start of the event will not receive any refund and will be liable for the full invoiced amount, however a substitution of the delegate will be allowed.

**Indemnity:** Should for any reason outside the control of CPD Africa conferences or training events, the venue or speakers change, or the event is cancelled due to an act of terrorism, extreme weather conditions or industrial action, CPD Africa conferences and training shall endeavour to reschedule but the client hereby indemnifies and holds CPD Africa conferences and training harmless from and against any and all costs, damages and expenses, including attorney's fees, which are incurred by the client. The construction, validity and performance of this agreement shall be governed in all respects by the laws of South Africa and to the exclusive jurisdiction of whose courts the parties hereby agree to submit.

**No-shows:** Registrants who do not attend the event, without written notices as per the cancellation policy will be liable for 100% of the invoiced amount.

#### \*\*\*Important Notice:

This booking form constitutes as a legal binding contract.  
 Whilst every reasonable effort will be made to adhere to the advertised brochure(s), CPD Africa reserves the right to change venues or location.



### BANKING DETAILS:

**Bank:** FNB  
**Branch:** Woodstock  
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**Branch Code:** 201909  
**Acc Holder:** Continuous Professional Developments (Pty)Ltd

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