

# CONSTRUCTION CLAIMS MANAGEMENT & EOT DELAYS ANALYSIS

## Contract Module Part (3)

Presented by :  
Hany Ismail, MSc, PMP

# **PART 3**

## **CLAIMS, DISPUTES AND ARBITRATION UNDER FIDIC**

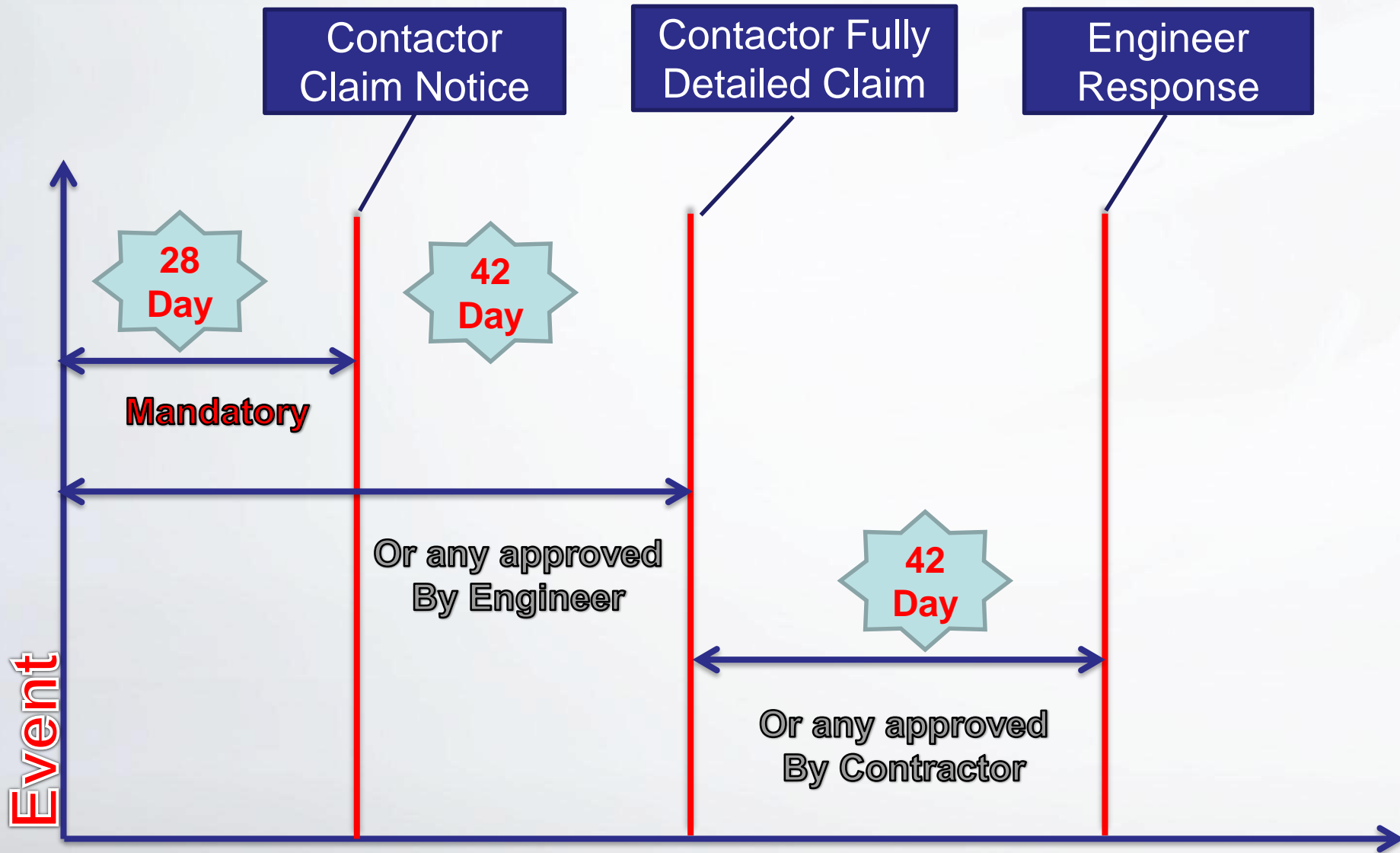
## Agenda

- Introduction
- Disputes Adjudication Board “DAB”
- Arbitration
- Clause 20 : CLAIMS, DISPUTES AND ARBITRATION
- FIDIC Reading Session

### **Introduction**

- **FIDIC forms of contract include a fair risk allocation. As a result of the risk apportionment claims have been designated in the Contract.**
- **Also FIDIC gives clear guidelines for the prosecution of claims arising out of, and in connection with the Contract**

# Construction Claims Management ( Contract Module – Part 3 )



## Employer or Contractor Disagreed with the Engineer Response

**Dispute**

**DAB**

**Amicable Settlement**

**Arbitration**

**56  
Day**

## Construction Claims Management ( Contract Module – Part 3 )

---

### **Claim Refuse ( Defendable – Non defendable)**

- The Employer may present various arguments and objections, which may be defendable or not defendable such as :

#### **Defendable Refuse**

The relevant activity does not lie on the critical path (no EOT).

The relevant circumstances were subject of a previous determination.

An experienced Contractor could have foreseen the encountered physical conditions.

#### **Non- Defendable refuse**

The claim notice was late.

The preliminary notice was late.

### **Claim Notice Important**

- If the Contractor considers himself to be entitled to a claim, the first step is for him to give notice (Sub-Clause 20.1) in accordance with Sub-Clause 1.3 (Fig. 21.2).

This notice is important because:

- Everyone involved becomes aware that there is an event or circumstance where extra time or payment may be owed to the Contractor.
- Proper contemporary records must then be kept and agreed, to avoid future argument.
- Alternative measures may also be possible to reduce the effects.
- The matter may possibly be resolved at an early date.



# FIDIC – Clause 20 – Sub Clauses

| Sub Clause |  |
|------------|--|
| 20.1       | Contractor's 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           |

# **FIDIC 1999**

# **Clause 20**

## **CLAIMS, DISPUTES AND ARBITRATION**

# **Discussion & Questions**

# *Thank You ...*

**We hope you enjoy our lecture today**

**Hope to receive your feedback and recommendations**

## Contact Info

[WWW.PLANNINGENGINEER.NET](http://WWW.PLANNINGENGINEER.NET)

[INFO@PLANNINGENGINEER.NET](mailto:INFO@PLANNINGENGINEER.NET)

Mobile : +20 1277767728

 /PlanningEngineerDotNet

 /groups/4809645