Title: FIDIC 1999 (Red Book) Dispute Adjudication Board's: The UAE Construction Industry Perspective

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Keywords: FIDIC 1999
Dispute Adjudication Board's
United Arab Emirates (UAE)
construction industry
construction professionals
UAE construction contracts

Issue Date: Jan-2018

Publisher: The British University in Dubai (BUiD)

Abstract: It could be said that every construction project is unique in that the basic variables of time, cost, quality and contractual risk allocation are never consistent from one project to the next, and it would be naïve to think that the causes of construction disputes could be removed by a cleverly worded contract. Add in the human element and you have a breeding ground for high levels of uncertainty, dispute and conflict. Disputes may not be avoidable in many circumstances, but there are now recognised ADR methods of dispute resolution available to the contracting parties. DABs standalone in that they are both dispute avoidance and resolution method, DBs have developed international quite successfully over the past fifty years in mature economies such as the US, UK, Australia and Western European countries. However, in the UAE the process has had limited success, and has not gained traction as a method of dispute resolution, with Employer's even removing the DAB related sub-clause from the standard FIDIC conditions. From my experience UAE Employer's and Contractor’s still favour arbitration or litigation to resolve disputes, this dissertation will investigate why. The primary aim of this dissertation is to identify if UAE construction professionals recognise that the current methods of dispute resolution employed under UAE construction contracts is no longer sufficient to meet the needs of the industry, and are alternatives such as DABs the answer. All parties to a construction contract want a dispute resolution process which could be considered fair, efficient in terms of time and cost and protects/maintains existing business relationships. It can be argued that DABs meet these criteria in that they act as a buffer by promoting dispute avoidance and management techniques, thus preventing disputes reaching more prolonged levels of resolution like arbitration or litigation. This dissertation explores the benefits of DABs in the context of the UAE construction industry by reviewing international publications and data on the subject. In addition detailed opinion were sought from reputable construction professionals in the UAE and an on-line survey was conducted to get the representative opinion of the wider UAE construction industry on DABs as the potential primary method of construction dispute resolution. The dissertation also discussed why DABs are currently not being utilised in the UAE and what measures need to be adopted to overcome these obstacles. Education, training, promotion of the benefits of DABs, change in industry culture, alignment of Employer and Contractor perspectives and government participation (legislation) are need in order for DABs to become more prevalent in the UAE construction industry.

URI: http://bspace.buid.ac.ae/handle/1234/1193

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features of the 1999 Red Book for construction professionals who already have an understanding of English construction contracts but have not yet looked into Fidic contracts. Different topics were examined by pinpointing the relevant clauses in the 1999 Red Book. Fidic and its suite of contracts. The acronym Fidic stands for the French name of the. The "RED BOOK" 1999, FIDIC condition of contract for construction presents 14 clause related to the contractor claims for different aspects, such as; drawings or instructions; right to access to the site, unforeseeable physical conditions; extension of time for completion; omissions; value engineering; variation procedure, adjustment for change in legislation; delayed payment; schedule of payment; and etc. Mechanism of the Claim Clause. The Red Book controls claims for additional payment and reasonably regulates and manages the extension of time claims, in a clear procedure which is recommended to apply within the project course for all contractor’s claims under the contract clauses. The 1999 Red Book (b) Yellow Book 1999: Conditions of Contract for Plant and is for use when the contractor has been given the design Design-Build, 1st edn (Fidic, 1999b). by the employer. The contract features general and (c) Siluer Book 1 999: Conditions of Contract for EPC/Turnkey particular conditions, the latter of which have to be Projects, lst edn (Fidic, 1999c). drafted by the parties before the contract is entered (d) Green Book 1999: Short Form ofContract, lst edn (Fidic, into. This most cited clauses in any construction contract: contractors handling of defects in Fidic’s Red Book 1999 edition addresses typically claim for compensation of loss and expense and for one of the most contentious matters in construction contracts: an extension of time.