

Prof. Sam's expertise is now available to your company in the following areas, from which your company could immensely benefit, irrespective of whether you are a Contractor, Developer or Consultant/Engineer :-

A. If you are a Contractor (or a Subcontractor), then we offer the following services (Items B & C below are for Developers & Consultants):-

- a) During the tender stage, study the conditions of contract/subcontract ("CoC") included in tender documents and provide advice on :-
 - i. whether or not your interests are adequately protected, especially where the CoC are bespoke.
 - ii. drawing the attention of your Estimation Department to the scope and/or expenses that they should allow for, where the Clients/Main Contractors have included them in the CoC, instead of including in the drawings, specifications etc, (and the Estimators do not usually study the CoC to identify them).
 - iii. where standard forms of contract such as FIDIC are incorporated by reference, identify the ambiguities/discrepancies and other shortcomings found in them and advise on what action should be taken in order to protect the interests of your Company.
- b) Study the Letters of Intent/Acceptance and provide advice on what amendments are required to protect your interests.
- c) Prior to signing contracts/subcontracts study the CoC and advise as follows :-
 - i. Where the CoC have not been previously scrutinized as above during the tender stage (which is quite common among Contractors/Subcontractors), carryout the exercises stated in Items (a) i, ii, iii above and advise you to ensure that the prices are adequate to allow for any concerns identified and/or your qualifications adequately cover them.
 - ii. Where the CoC have been previously scrutinized, identify whether the Client/Main Contractor has introduced any new provisions or altered the previous provisions and advise on how to protect your interests.
- d) Following the signing of the Contract / Subcontract, conduct initiation workshops for the project staff to bring awareness on the areas of concern in the CoC and alert them to be vigilant in order to protect the interests of your Company.
- e) Provide the following (when requested by your Project Staff):-
 - Advice on the correct interpretation of your obligations, rights and liabilities under the existing contracts and subcontracts,
 - Advice on the appropriate contract administrative procedures,
 - Expert opinion on complex aspects of claims being prepared by your Company,
 - Advice on best course of action when faced with unreasonable acts of the other party such as non-certifications, non-payments, non-acceptance of executed Works, non-performance of obligations, undue demands, levying of Liquidated Damages / Penalties etc., and
 - Advice on the dispute resolution matters, especially to first exhaust all the pre-requisites of the multi-tiered dispute resolution process found in the contracts/subcontracts before the arbitration provision could be invoked.
 - Advice on the Dispute Adjudication Board (DAB) process.
- f) Study the following documents and provide appropriate advice :-
 - Non Disclosure Agreements.
 - Pro-forma of Performance Bonds and Advance Payment Guarantees.
 - Letters on contract administration matters drafted by your Project Staff where Expert Advice is required.
 - Claims prepared by you for Extension of Time, Prolongation Costs, Disputed variations, Suspensions/Terminations, Measurement Disputes etc. and advise on what you may have missed, and also what improvements you should make.



RICS



Fellow

CI Arb

Prof. Indrawansa Samaratunga DSc

FRICS, FAIQS, FIQSSL, FCIArb, FCIQB, FCMI, FASI, FCABE
Chartered Surveyor, Chartered Manager, Chartered Building Engineer,
Chartered Construction Manager, Chartered Quantity Surveyor
Arbitrator / Mediator - London Court of International Arbitration
Arbitrator / Expert - Dubai International Arbitration Centre, UAE
Construction Law & Dispute Resolution Advisory Board
Member of the British University in Dubai

- g) Drafting the following :-
- MOUs, Special Consultancy Agreements etc. for potential collaboration with others.
 - Pre-Bid Joint Venture Agreements, Joint Venture Agreements and Consortium Agreements.
 - Contracts and Subcontracts (where the Clients/Main Contractors leave the task of drafting to your Company).
- h) Case Manage Arbitrations by :-
- Drafting and filing Arbitration Applications with DIAC, ICC etc.
 - Selection of Arbitrators for nominations.
 - Selection of Lawyers.
 - Liaising with and providing guidance to Claims Consultants, Lawyers, Witnesses of Fact and Expert Witnesses.
 - Studying and providing advice on amendments required to Pleadings, Witness Statements, submissions on procedural matters and opening/closing statements prepared by the Lawyers.
 - Providing an arbitrator's point of view during brain-storming sessions.
 - Providing advice on enforcement procedures.
- i) Preparing position papers, representing your Company and participating in Mediations/Conciliations.
- j) Conducting in-house training programmes for your Contract/Commercial/Planning and Project Management staff on contract formation, contract administration, dispute resolution, project cost control, drafting contracts/subcontracts and project procurement routes.

B. If you are a Developer, then we offer the following services :-

- a) Advice on project procurement routes/strategies suitable for your project and selection of the appropriate Standard Forms of Contract.
- b) Study and advice on your in-house standard forms of contract regarding any deficiencies found in them and on improvements required.
- c) Prior to inviting tenders from Consultants, study the conditions of Consultancy agreement ("CoCA") included in your tender documents and provide advice on :-
- whether or not your interests are adequately protected, especially where the CoCA are bespoke.
 - where standard forms of agreement such as FIDIC are incorporated by reference, identify the ambiguities/discrepancies and other shortcomings found in them and advise on what provisions should be made in order to protect the interests of your Company/Department.
- d) Study the draft Letters of Intent/Acceptance to be issued to the Consultants and provide advice on what amendments are required to protect your interests.
- e) Prior to signing the Consultancy Agreement study the CoCA and advise as follows :-
- Where the CoCA have not been previously scrutinized as above prior to inviting tenders (which is quite common among Developers), carryout the exercises stated in Items (c) i, & ii above and advise on any modifications required based on the finally negotiated terms and conditions.
 - Where the CoCA have been previously scrutinized, advise on any modifications required based on the finally negotiated terms and conditions.
- f) Following the signing of the Consultancy Agreement, conduct initiation workshops for your project staff to bring awareness on the areas of concern in the CoCA and alert them to be vigilant in order to protect the interests of your Company/Department.
- g) Prior to inviting tenders from Contractors, study the Conditions of Contract ("CoC") included in your tender documents prepared by your Consultants and provide advice on :-
- whether or not your interests are adequately protected, especially where the CoC are bespoke.
 - where standard forms of contract such as FIDIC are incorporated by reference, identify the ambiguities/discrepancies and other shortcomings found in them and advise on what provisions should be made in order to protect the interests of your Company/Department.



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- h) Study the draft Letters of Intent/Acceptance prepared by your Consultants to be issued to the Contractors and provide advice on what amendments are required to protect your interests.
- i) Prior to signing the Construction Contract study the CoC and advise as follows :-
- Where the CoC have not been previously scrutinized as above prior to inviting tenders (which is quite common among Developers), carryout the exercises stated in Items (g) i, & ii above and advise on any modifications required based on the finally negotiated terms and conditions.
 - Where the CoC have been previously scrutinized, advise on any modifications required based on the finally negotiated terms and conditions.
- j) Following the signing of the Construction Contract, conduct initiation workshops for the Developer's and Consultant's project staff to bring awareness on the areas of concern in the CoC and alert them to be vigilant in order to protect the interests of your Company/Department.
- k) Provide the following (when requested by your Project Staff):-
- Advice on the correct interpretation of obligations, rights and liabilities of the parties under the existing contracts and Consultancy Agreements,
 - Advice on the appropriate contract administrative procedures,
 - Expert opinion on complex aspects of claims being prepared by your Company/Department,
 - Advice on best course of action when faced with project delays, force majeure, non-performance of obligations need to suspend/terminate etc., and
 - Advice on the dispute resolution matters, especially to first exhaust all the pre-requisites of the multi-tiered dispute resolution process found in the contracts/consultancy agreements before the arbitration provision could be invoked.
 - Advice on the Dispute Adjudication Board (DAB) process.
- l) Study the following documents and provide appropriate advice :-
- Non-Disclosure Agreements.
 - Pro-forma of Performance Bonds and Advance Payment Guarantees.
 - Letters on contract administration matters drafted by your Project Staff or Consultants where Expert Advice is required.
 - Reports prepared by your Consultants regarding Contractor's claims for Extension of Time, Prolongation Costs, Disputed variations, Suspensions/Terminations etc.
 - Reports prepared by your Project Staff on Consultant's claims for additional fees, Suspensions/Terminations of Services etc.
 - Pre-Bid Joint Venture Agreements, Joint Venture Agreements and Consortium Agreements.
- m) Drafting the following :-
- MOUs, Special Consultancy Agreements etc. for potential collaboration with others.
 - Consultancy Agreements, if your Project Staff do not draft them.
- n) Case Manage Arbitrations by :-
- Drafting and filing Arbitration Applications with DIAC, ICC etc.
 - Selection of Arbitrators for nominations.
 - Selection of Lawyers.
 - Liaising with and providing guidance to Claims Consultants, Lawyers, Witnesses of Fact and Expert Witnesses.
 - Studying and providing advice on amendments required to Pleadings, Witness Statements, submissions on procedural matters and opening/closing statements prepared by the Lawyers.
 - Providing an arbitrator's point of view during brain-storming sessions.
 - Providing advice on enforcement procedures.
- o) Preparing position papers, representing your Company/Department and participating in Mediations/Conciliations.
- p) Conducting in-house training programmes for your Contract/Commercial/Planning and Project Management staff and also for your Consultants on contract formation, contract administration, dispute resolution, project cost control, drafting contracts/subcontracts and project procurement routes.



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C. If you are a Consultant / Engineer, then we offer the following services :-

- a) During the tender stage, study the conditions of consultancy Agreement (“CoCA”) included in tender documents and provide advice on :-
 - i. whether or not your interests are adequately protected, especially where the CoCA are bespoke.
 - ii. drawing the attention of your tendering team to the scope and/or expenses that they should allow for, where the Clients have included them in the CoCA, instead of including in the Terms of Reference, (as they do not usually study the CoCA to identify them).
 - iii. where standard forms of Agreement such as FIDIC are incorporated by reference, identify the ambiguities/discrepancies and other shortcomings found in them and advise on what action should be taken in order to protect the interests of your Company.
- b) Study the Letters of Intent/Acceptance issued by the Client and provide advice on what amendments are required to protect your interests.
- c) Prior to signing the Consultancy Agreement study the CoCA and advise as follows :-
 - i. Where the CoCA have not been previously scrutinized as above during the tender stage (which is quite common among Consultants), carryout the exercises stated in Items (a) i, ii, iii above and advise you to ensure that the prices are adequate to allow for any concerns identified and/or your qualifications adequately cover them.
 - ii. Where the CoCA have been previously scrutinized, identify whether the Client has added any new provisions or altered the previous provisions and advise on how to protect your interests.
- d) Following the signing of the Consultancy Agreement, conduct initiation workshops for your project staff to bring awareness on the areas of concern in the CoCA and alert them to be vigilant in order to protect the interests of your Company.
- e) Prior to inviting tenders from Contractors, study the Conditions of Contract (“CoC”) included in the tender documents prepared by you and provide advice on :-
 - i. whether or not the interests of your Company and the Employer are adequately protected, especially where the CoC are bespoke.
 - ii. where standard forms of contract such as FIDIC are incorporated by reference, identify the ambiguities/discrepancies and other shortcomings found in them and advise on what provisions should be made in order to protect the interests of the Employer and your Company.
- f) Study the draft Letters of Intent/Acceptance prepared by you or the Employer to be issued to the Contractors and provide advice on what amendments are required to protect interests of the Employer and your Company.
- g) Prior to signing the Construction Contract study the CoC and advise as follows :-
 - i. Where the CoC have not been previously scrutinized as above prior to inviting tenders (which is quite common among Consultants), carryout the exercises stated in Items (e) i, & ii above and advise on any modifications required based on the finally negotiated terms and conditions.
 - ii. Where the CoC have been previously scrutinized, advise on any modifications required based on the finally negotiated terms and conditions.
- h) Following the signing of the Construction Contract, conduct initiation workshops for the Employer’s and Consultant’s project staff to bring awareness on the areas of concern in the CoC and alert them to be vigilant in order to protect the interests of your Company and the Employer.
- i) Provide the following (when requested by your Project Staff):-
 - Advice on the correct interpretation of your obligations, rights and liabilities under the existing contracts and Consultancy Agreements,
 - Advice on the appropriate contract administrative procedures,
 - Expert opinion on complex aspects of claims being prepared by your Company,
 - Advice on best course of action when faced with project delays, force majeure, non-performance of obligations, need to suspend/terminate etc., and



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مؤسسة ذات مسؤولية محدودة تأسست طبقا للنظم المعمول بها بالمنطقة الحرة برأس الخيم **درسام م م ح**

- Advice on the dispute resolution matters, especially to first exhaust all the pre-requisites of the multi-tiered dispute resolution process found in the contracts/consultancy agreements before the arbitration provision could be invoked.
- Advice on the Dispute Adjudication Board (DAB) process.
- j) Study the following documents and provide appropriate advice :-
 - Non Disclosure Agreements.
 - Pro-forma of Performance Bonds and Advance Payment Guarantees.
 - Letters on contract administration matters drafted by your Project Staff where Expert Advice is required.
 - Reports prepared by you on Contractor's claims for Extension of Time, Prolongation Costs, Disputed variations, Suspensions/Terminations, Measurement Disputes etc. and advise on what you may have missed, and also what improvements you should make.
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- n) Conducting in-house training programmes for your Contract/Commercial/Planning and Project Management staff on contract formation, contract administration, dispute resolution, project cost control, drafting contracts/subcontracts and project procurement routes.

N.B.

- Above services could be provided only where there is no conflict of interest in respect of my similar services to other clients associated with you or in respect of the arbitrations where I am already acting as an arbitrator.
- For all services, records of the time input would be maintained and charged at the hourly rates given in Item 4 of our Standard Scale of Fees (If you are not already in possession of this please ask for a copy). The stated hourly rate is negotiable if there are considerable inputs required in any one month.
- Prof. Sam's CV could be downloaded from our website www.drsmfze.com

We also conduct public classes on Contract Administration, details of which and their time table could be viewed at our website www.drsmfze.com.

For an immediate response either send an email to drsam@rakfzbc.ae (preferable) or call 050-4588949.



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