**ECV’s CHALLENGING QUESTIONS REGARDING FIDIC 2017 CONTRACTS (RED & YELLOW)**

**ENIGMA NO 1 : LANGUAGE SUB-CLAUSE 1.4 & PRACTICAL USE WHEN EXECUTING CONTRACT**

Assuming Employer has designated ruling language is English & language of communication to be another language e.g Spanish, Arabic, Portuguese etc

Sub-Clause 3.1 requires Engineer to be fluent in ruling language

Sub-Clause 4.3 requires Contractor’s Representative to be fluent in language of communication

ECV’s Enigma NO 1 Questions

1. Under Sub-Clause 1.3 in which language do these representatives communicate?
2. In which language is the Contractor’s Monthly Report & Interim Payment Statement?
3. In which language does Engineer consult with both Parties under Sub-Clause 3.7
4. Do Contractor’s Documents in language of communication have to be translated in order for Engineer to Review against Employer’s Requirements in ruling language (Yellow Book Sub-Clause 5.2 & Red Book Sub-Clause 4.4)?
5. How are DAAB member (s) to understand Contract & execute their duties when only required to be fluent in language for communication? DAABA Clause 3 Warranties

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More Enigmas to follow!!