

# THE ROLE OF PARTICULAR CONDITIONS OF CONTRACT IN FIDIC CONTRACTS TO SECURE PROJECT SUCCESS

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## **Abstract**

The formulation of Particular Conditions (PC) in FIDIC contracts plays a crucial role in ensuring the success of construction projects, particularly by adapting international standards to local contexts and project dynamics. This proceeding examines how professionally drafted PCs can prevent disputes, manage risks, and establish clear responsibilities among parties. Research indicates that many conflicts arise from ambiguously worded, disproportionate, or unilaterally prepared PCs. Effective PC development requires collaboration among stakeholders, precise language, and integration of dispute resolution mechanisms such as Dispute Boards or DAAB, which are now mandatory in the latest edition of FIDIC. With its dual function as a risk mitigation tool and operational control mechanism, well-structured PCs have proven to enhance efficiency, reduce legal uncertainty, and maintain sustainable cooperation within projects. Therefore, PCs are not merely administrative appendices but are strategic foundations essential for the overall success of construction projects.

**Keywords:** *FIDIC, Particular Conditions of Contracts, Dispute*

## **PENDAHULUAN**

The success of construction projects depends not only on technical factors such as design and materials but also on the effectiveness of contract documents as instruments for managing working relationships and risk. In complex project environments involving multiple stakeholders—including project owners, main contractors, subcontractors, consultants, and service providers—contracts serve as crucial tools to ensure clarity regarding responsibilities, rights, obligations, and dispute resolution mechanisms. Among the various internationally adopted contract models, FIDIC (Fédération Internationale des Ingénieurs-Conseils) is one of the most widely accepted, as it is designed with principles of fairness, balanced risk allocation, and adaptability to local contexts.

However, the General Conditions (GC) in FIDIC contracts are generic and universal in nature, and therefore cannot fully anticipate local contexts, national legal frameworks, or the unique dynamics of each project. This highlights the importance of Particular

Conditions (PC) as an integral component of FIDIC contracts. PCs allow parties to tailor FIDIC's standard provisions to specific project conditions, including adjustments in responsibilities, technical procedures, and local legal arrangements. Thus, PCs function as key elements in securing project success by clarifying grey areas that might otherwise become sources of future disputes.

In practice, a recurring issue is the neglect, careless drafting, or unilateral modification of PCs by dominant parties—typically the project owner. This often results in contractual imbalances, leading to conflicts, prolonged claims, and inefficiencies. A study by El-Hoteiby, Hosny, and Waly (2017) on construction projects in Egypt revealed that many disputes arose from PCs that lacked proper risk management considerations. The study proposed 102 critical provisions that, if consistently applied, could mitigate contractual risks.

Similar patterns are observed in Indonesia. Anggeriksari and Hardjomuljadi (2020) found that in private construction projects, project owners frequently made disproportionate modifications to PCs, shifting all risks to contractors without offering fair opportunities for claims or compensation. Such practices not only increase the likelihood of disputes but also hinder project efficiency, as time and resources are diverted to resolving administrative and legal issues instead of completing on-site work. Moreover, preventive approaches to contract drafting have long been advocated by scholars. Mitropoulos and Howell (2001), in their study on the root causes of project disputes, concluded that most conflicts stem from unclear contract wording, differences in interpretation, and mismatched expectations. In other words, contracts that fail to explicitly define procedures and responsibilities are likely to create dispute-prone gaps. Consequently, PCs—as bridges between standard contracts and real project conditions—must be drafted using a risk-based approach, engaging stakeholders from the outset and reflecting a balanced distribution of rights and obligations.

In the current era of large-scale infrastructure development—through government schemes, public-private partnerships, or private investment—the use of FIDIC as a standard contract model is increasingly widespread in Indonesia. National-scale projects

such as the Jakarta MRT, toll roads, dams, and ports have adopted FIDIC. However, the success of such projects does not depend solely on the choice of contract type, but also on how that contract is adapted through PC provisions. Against this background, it is essential to systematically examine how PCs can play a strategic role in ensuring the success of construction projects—not only from a technical perspective but also in terms of risk management and the sustainability of legal relationships among parties.

## METODE PENELITIAN

The study followed an inductive reasoning and interpretive approach, including qualitative methods, such as literature review.

## HASIL DAN PEMBAHASAN

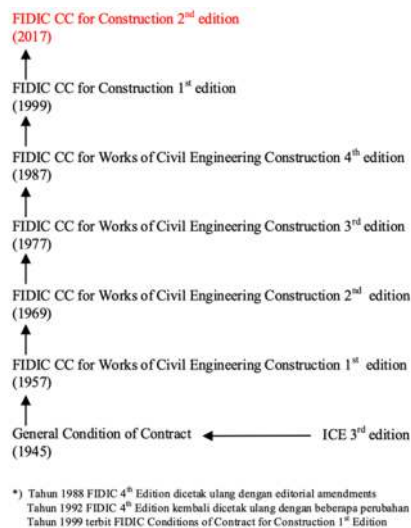


Figure 1 – The chronological development of FIDIC Conditions of Contract (Hardjomuljadi, etc., 2006)

It is undeniable that FIDIC, as an organization, has become globally renowned for publishing standard conditions of contract, widely recognized for being "fair and balanced" (Hardjomuljadi, 2014). The chronological development of the FIDIC General Conditions of Contract is illustrated in Figure 1. To enhance clarity and reduce potential misinterpretations, FIDIC evolved its 1st Edition Rainbow Series into the 2nd Edition Rainbow Series. The primary theme of this development is an increased emphasis on dispute avoidance. The second edition is significantly more comprehensive, comprising over 200 pages and containing 21 clauses. This expansion reflects the adoption of more prescriptive provisions aimed at improving clarity, transparency, and certainty by detailing the steps to be followed throughout a project.

One of the most significant features of FIDIC contracts is their flexibility through the inclusion of Particular Conditions (PC), which allow modifications to the General Conditions (GC) to accommodate local circumstances and the unique characteristics of each project. In this context, PC is not merely an administrative supplement but a strategic instrument that plays a central role in risk management and the successful implementation of construction projects. The formulation of PC is critically important, as each project entails distinctive risks—legal, technical, climatic, social, or economic. These risks may include design changes, inconsistencies in contract documents, delays in site access, fluctuations in material costs, and divergent interpretations of responsibilities. Well-drafted PCs enable explicit regulation of parties' responsibilities, decision-making mechanisms, and procedures for variation orders and delay claims. This reduces legal uncertainty and enhances clarity of expectations among all project stakeholders.

Research by El-Hoteiby et al. (2017) identified at least 102 essential provisions for inclusion in PCs, based on the analysis of 28 construction contracts in Egypt and further validated by international contract practitioners. Provisions such as Performance Security, Program of Works, Priority of Documents, and Health, Safety, and Environment were found to be particularly effective in preventing disputes. An international survey involving practitioners from the U.S., U.K., and Australia confirmed that over 94% of these provisions are applicable across jurisdictions, underscoring the global relevance of professionally prepared PCs.

Beyond the substance of the clauses, the effectiveness of PC is highly influenced by the quality of language and precision in drafting. Mitropoulos and Howell (2001) emphasized that many contractual disputes arise from ambiguous wording and disproportionate risk allocation. Unclear language can lead to multiple interpretations, especially in projects involving parties from diverse cultural and legal backgrounds. Therefore, best practices in drafting PCs include the use of precise language, clearly defined terminology, and alignment with FIDIC's core principles of fairness, transparency, and collaboration. Drafting PC should not be a unilateral task; it requires collaboration among project owners, contractors, legal advisors, and technical and risk management consultants. This process represents a strategic negotiation aimed not only at protecting each party's

interests but also at establishing a functional and operational contract structure. The process should culminate in a comprehensive legal review and consistent integration of PCs into the main contract document. PCs must be appropriately referenced within the contract to avoid overlap or conflicts with the GC clauses, which could cause confusion during project execution.

In practice, PCs also serve as safeguards in addressing unforeseen circumstances (force majeure) and dispute resolution. By incorporating mechanisms such as dispute boards, international arbitration, or mediation, PCs help prevent conflict escalation to court proceedings, saving time and costs, and preserving long-term cooperation among parties. Accordingly, PCs serve a dual function: as preventive risk management tools and as mechanisms to ensure operational efficiency. In conclusion, the formulation of Particular Conditions within FIDIC contracts constitutes a foundational element for project success. When developed with professionalism and due diligence, PCs provide legal protection for the parties, foster a clear and structured project environment, and ensure adaptability to field dynamics. Properly designed PCs can become catalysts for success throughout the project lifecycle, supporting achievement of time, cost, quality, and collaborative objectives.

## **KESIMPULAN**

The success of construction projects largely depends on the accurate formulation of Particular Conditions (PC) within FIDIC contracts, serving as both an instrument for local adaptation and a risk management tool. Although FIDIC's General Conditions (GC) are standardized and equitable, without proper customization through PC, the contract may become irrelevant or even a source of disputes. Research indicates that unprofessionally drafted PCs—often unilaterally modified by dominant parties such as project owners—can lead to conflict, reduce efficiency, and hinder project performance. Well-structured PCs should be developed with comprehensive risk considerations, utilize clear and precise language, and involve collaboration among all relevant stakeholders. In addition to functioning as a preventive measure against disputes, PCs can also establish effective dispute resolution mechanisms, such as Dispute Boards or the Dispute Avoidance/Adjudication Board (DAAB), which are more efficient than litigation. Therefore, PCs should not be viewed merely as administrative appendices, but as strategic

foundations for creating successful, efficient, and dispute-minimized construction projects.

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