

Glossary

Glossary of principle terms used in the book with a short explanation, the terms are included in the Index, where the pages are given, to find the terms treated in the text of the book.

Acceptance. See Plant acceptance

Activity plan (and project time schedule PERT). A list of activities in the order of interdependence, where each activity has a starting event and a completing event. The whole activity plan and time schedule is presented as a chart showing the interdependence or as a list of activities)

Advance payment bond or prepayment bond or down payment bond (bond can be substituted by guarantee). Financial guarantee to cover for Contractor's inability or unwillingness to refund the down payment in case he/she stops performing the Contract

ADR. Alternate dispute resolution, soft method to resolve a conflict instead of or before undertaking legal proceedings

Allotment. Apportionment of funds or similar

Amendment (to the Contract). An agreed addition to the contract, formally made as a supplement according to the same procedure as for agreeing and signing (and make effective) of the original Contract

Arbitration. Private (no disclosure) litigation organized by international organizations as for instance the International Chamber of Commerce and agreed between the parties in the contract as the contractual procedure and method for dispute resolution should negotiation fail

Arbitrator, Arbitral Tribunal. Independent, unbiased and qualified persons appointed by the parties and by the arbitration institutions to form the Arbitral Tribunal

Arbitration clause. Clause in the contract of a project, which defines when and how an arbitration tribunal may be called upon by the parties in case of conflict

As built drawing (or documentation). Drawing corrected for changes during installation and commissioning, showing the plant as it was finally built

Bar-Chart. Plan which assembles the various activities of a project above a time-scale, thereby showing the length of the activities and the whole project. Also referred to as "Gantt-Chart"

- Basic (process) design.** The engineering work to establish the process configuration, the main design parameters, the general lay-out and the performance criteria
- Battery limit.** Limits of the area occupied by the project, sometimes used as limit between the areas of responsibility
- Biased.** The opposite of neutral and objective
- Bid.** The proposal and quotation submitted by the supplier or contractor invited to quote according to the tender procedure and requirements
- Bid bond or Tender Guarantee.** Financial guarantee to cover for Contractor's unwillingness to sign the Contract if awarded
- Budget control.** Control of spending versus budget on item level, calculating and explaining deviations. The budget control also includes general recommendations on how to regulate the contingency amount, set aside in the budget, and forecasts the expected financial outcome of the project at completion
- CFR.** Delivery "Cost and Freight at NN" (place where the vessel is unloaded with the goods or equipment – name to be inserted) – INCOTERMS 2000 condition of delivery
- Civil contractor.** A contractor or subcontractor responsible for earth mowing, site establishment, foundation work, internal roads, building work etc.
- Claim.** A legal or contractual written request for compensation of an event to the party causing the event
- Commissioning.** Bringing equipment into operation. Used for all activities after start-up of the plant with raw materials to fine tune the operation, prove the performance and fulfill the contract until Acceptance
- Conflict.** A fight or struggle
- Conflict contingency plan.** Policy, procedures and rules regarding spotting of disagreement evolving to a conflict and how to solve the conflict as early as possible
- Consultant.** A third party hired by one of the parties to render professional services (e.g. in engineering, construction or project management etc.) to the principal
- Contract execution.** Fulfilling all the obligations of the contract
- Contract interpretation.** A technical and practical description of what is needed according to the technical requirements as found in the contract, often in various sections and articles
- Contract Language.** Language in which all communications of a project have to be expressed, the language has to be stipulated in the contract
- Contract Procedural Law.** The applicable law which governs the legal procedures, it is not always identical with the contract law
- Contract Law.** The applicable law which governs the contract, should not be confounded with procedural law, which may but does not have to be different from the contract law
- Contract provision.** An article in the Contract. The word is used when reference is made to contract articles or provisions in general
- Contract specification.** The technical description incl. specific technical requirements as found in the contract, often in various sections and articles

- Contractor or main contractor.** The company carrying out the work required in the contract
- Contractor's All Risk insurance (CAR insurance).** The name of the insurance policy which covers nearly all insurable risks the contractor may suspect during execution of the contract, incl. the risk of the plant before Acceptance. The CAR insurance does not cover the professional design liability (professional indemnity – separate insurance, normally not attractive compared with the risk occurrence)
- Contractual.** In accordance with the contract incl. annexes etc.
- Corporate Pledge Model.** A basic statement in a company's General Conditions, that the company would, in case of conflicts, first try to resolve the conflict by mediation instead of going to court immediately
- Cost-benefit analysis.** A comparative analysis of different solutions or methods where the difference in costs are compared to the difference in benefits (measurable and non-measurable) in order to establish which alternative gives most "value for money"
- Cost of Expertise.** The cost to be paid for an expert
- Cost of Arbitration.** The cost to be paid for the arbitrators and for the administration of the body, which governs the arbitration
- Court or State Court.** The ordinary courts of a given country
- Critical Path.** The conjunction of activities of a project, which determine the longest duration of execution, therefore the end of the project is at the end of the critical path. The critical path has no slack, and any delay on the critical path provokes a delay of the whole project
- Customs clearance.** The actual approval by the Authorities of the project country that the equipment etc. are released by customs for transport to the construction site
- Delay analysis.** An analysis of the causes for a delay and of the contractual justifications for each delay, with the objective to reach a conclusion on how the total delay should be distributed between the parties
- Delay causing event.** A physical event (or lack of event) causing one contract party to be delayed, compared to the official project time schedule
- Delay claim.** A claim for extra costs caused by the other party in being late in her performance
- Delay.** Actual delivery takes place at a later time than agreed in the contract or a confirmed order. The difference in time between the actual time and the agreed time is the total delay for which responsibility has to be distributed between the parties
- Delay Penalties.** A fine (mostly in money) levied by the Client on the Contractor for late execution of a task
- Disburse.** Providing cash money
- Dispute Review Board (DRB).** US Third Party Inspectors

- Early Warning System.** Reporting System to Top Management on details of project execution in order to detect possible conflicts at an early stage with the intention to take early mitigation measures
- Effective contract.** A contract where the parties have fulfilled all the agreed provisions regarding bank guarantees, down payment, import license, etc. in order to make the contract operative
- Engineering approval.** The Owner's (or Employer's or the Engineer's) acceptance that the engineering complies with the contract specifications
- Engineering, Supply and Construction projects/contracts.** See turn-key
- Environmental impact assessment.** Analysis and evaluation of all the environmental consequences of a new plant (or extension of an existing plant)
- Evidence.** Indisputable records of what actually happened relevant to the case of disagreement or conflict
- Expert (in relation to project conflict).** An unbiased third party invited by the parties or the Court to give his opinion on certain issues described in his Terms of Reference
- Extra cost claimed.** The alleged extra costs which one party believes the other party should carry in accordance with the contract provisions
- Factory Acceptance Test (FAT).** The buyer's inspection and testing of the equipment and its documentation ordered to establish its conformity with the agreed specifications
- FCA.** Delivery "Free on Vessel at NN" (place where the vessel is loaded with the goods or equipment – name to be inserted) – INCOTERMS 2000 condition of delivery
- Financial guarantees (other than payment guarantee).** Guarantees issued by banks or insurance companies to cover Owners' losses due to bankruptcy, insolvency or inability of the contractor to perform his work
- Financial Institution.** A public institution or a private limited company that borrows money on the market and lends it out (e.g. to finance projects)
- Financial obligations.** The obligations in a contract regarding financial guarantees, payments, taxes and duties, reimbursement of certain costs and other financial matters
- Financing agreement.** The agreement between banks, financial institutions and Owners on how to finance a project. It is completely separate from the Contracts to supply the equipment and perform the construction and installation work
- Fit for the purpose.** FIDIC: (Conditions of Contract for Design-Build and Turnkey 1996 p. 41, first paragraph (4.1)) specifies that the work shall be fit for the purpose, and that the purpose is ascertainable from the Contract
- Fixed price (contract).** A contract stipulating a final, firm, lump-sum, non-revisable price except regarding extra work and claims agreed between the parties
- Functional guarantees or performance guarantees.** See performance guarantees

- General and Special Contract Conditions.** Client's standard contract conditions. General Conditions apply to all projects of a specific client, whereas Special Conditions are specific for each project
- ICC Arbitration.** The arbitration institution of the International Chamber of Commerce in Paris, France
- ICC Court of Arbitration.** The ICC body controlling the arbitration cases and tribunals under the ICC Rules of Arbitration
- Import license.** The approval by the project country Authorities that certain equipment etc. can be imported under certain conditions
- Incompetence.** Lack of competence to carry out a specific work. Competence means sufficient skills and experiences required by good practice in the trade
- Independent proof procedure.** to establish missing evidence for a court case or for arbitration
- Inspection Authority.** Third party organization hired by the parties to perform inspection of equipment at origin, before shipping and on site of a project to ensure that the equipment and the work comply with the contract specifications
- Installment.** Part payment – See payment conditions
- Instruction (according to Contract).** The Owner's order to the Supplier or Contractor to carry out a certain work etc. in accordance with the Contract. The Supplier or Contractor has to adhere and comply right away – objections are handled as a dispute
- Justification (contractual).** The legal reason, according to the law and the contract, why a certain deficiency in the work or supply is the responsibility of the other party
- Lay-out drawing.** An overall drawing of a project, showing the positioning of equipment, material, foundations and the connections between them
- Legal adviser.** Lawyer for one of the parties advising his/her principal
- Limits of supply or limits of work or battery limits.** points or lines, where the responsibility changes between one party to the other (owner to contractor, contractor to subcontractor)
- Liquidated damages.** The compensation for non-fulfilment of a delay or function
- Litigation strategy.** Plan of action or policy for a litigation
- Litigation.** Proceedings at a State Court
- M&E contractor.** A contractor or subcontractor responsible for the mechanical and electrical installation of process equipment and of supply lines, auxiliary utility systems as fire protection and fire fighting, Heat, Ventilation and Air Conditioning (HVAC) etc.
- Maintenance manual.** A manual describing in detail how to maintain the plant, how to detect malfunctions and how to handle safety issues
- Managing Director (MD).** Head of a company or Division thereof

Material obligations. The obligations in a contract regarding engineering work, governmental approvals, supply of equipment, shipping, construction, installation and commissioning work

Minutes of Meeting (MoM). A written and signed off recording of the agenda of a meeting, its participants and decisions

Mediation. Soft resolution negotiations facilitated by a private expert as mediator

Mediation Clause. Clause in the contract of a project, which defines when and how a mediation procedure may be initiated by the parties in case of conflict

Monitor of litigation. An experienced person appointed by a company, parallel to the Project Manager, with special responsibility for analyzing the conflict, searching for solutions, conducting negotiations and managing litigation

National Chamber of Commerce. The national organization representing the business community in a country

Negotiations. Direct discussions between the parties involved in a disagreement with the aim of reaching a commercial compromise satisfying both parties and characterized by the “give and take” attitude

Network analysis. Analysis with respect to time and cost of a project by analyzing the project elements and their interdependencies

Notification (of claim situation – extra cost and/or extension of time). A written notice from the party suffering the delay to the party causing the delay stating the facts of the delay and its potential consequences in broad terms

Ombudsman. An official appointed by a government to investigate individuals' complaints against public authorities (a word of Scandinavian origin)

Operation manual. A manual describing in detail how to operate a plant, how to deal with malfunctions and how to handle safety issues

Operative contract or effective contract. Contract, which has been made operative after the parties have met all their obligations for the start of the project

Owner. The owner of the plant or infrastructure, which is being built or extended through the project

Pacta sunt servanda. Latin – “Contracts must (always) be complied with (in all respects)”

Parties (to the contract). The parties, client and contractor, which have agreed to work together and have consequently signed a contract for execution of the contract and payment of the related works

Payment conditions. When and how payment installments fall due. The division of the total contract price into a number of installments that fall due at different stages and milestones of the plant implementation

Payment terms. How, when and by which method and documentation a payment has to be effectuated once it is fallen due

Penalty. Surcharge which is levied mostly for non respect of delays or performance in a project

- Performance bond or completion guarantee.** Financial guarantee to cover for Contractor's inability or unwillingness to repay the remaining funds in case he/she stops to execute the Contract
- Performance guarantee.** The contractor's guarantee that the equipment or plant will reach the characteristics foreseen in the contract
- Permit (or approval or license) issued by the Authorities.** Authorization to go ahead with the project according to the terms and conditions of the Authorization
- PERT diagram.** PERT is an abbreviation which stands for Program Evaluation and Review Technique. This technique allows to analyze a project with respect to time of completion by scrutinizing the various project activities and their interrelationship (see also "Activity Plan")
- Plant acceptance.** The Owner's written agreement that the plant has been engineered, supplied, constructed, installed and commissioned in accordance with the contract. This includes the use of the plant by the Owner and the acceptance of the risk of the plant (or parts thereof) by him
- Pre arbitral dispute resolution.** Attempt to settle a disagreement or conflict prior to litigation at court or by arbitration
- Pre-commissioning.** Used for all activities prior to start-up of the plant with raw materials to ensure safe operation at the plant start-up
- President of the Arbitral (or Arbitration) Tribunal.** The Chairman of the 3 arbitrators
- Prevention of conflict.** Efforts by one or more parties to avoid that disagreements evolve into a conflict by solving the disagreements
- Price specification.** Detailing the total contract price into plant sections and items
- Procurement.** Activity of purchasing the equipment, materials, services and supplies for a project
- Professionalism.** By and large equal to professional competence: See under incompetence
- Progress measurement.** To establish the progress (how much work has been performed) in % of the total anticipated work for the implementation of the project in accordance with an agreed system/method on how to measure the progress
- Project conflict.** The result of serious and protracted disagreement(s) threatening the cooperation between the project parties
- Project description.** A short description of the planned project incl. owner, location, functions and processes, time schedule and budget made in order to present the project to authorities, financial institutions, investors, suppliers and contractors. A comprehensive model can be found in www.ifc.org
- Project Director or Director of Projects.** The superior of Project Managers
- Project implementation.** The activities necessary to carry out the project according to the project plan and fulfilling the project objectives
- Project Manager.** The manager responsible for the project implementation in all aspects

Project Objectives. The compilation of the objectives the Owner of a project wants to achieve with the project

Project Plan. A comprehensive plan in the form of a manual on how to prepare, bid for and implement the project

Project Reporting. The plan how the contractor has to report on the development of the project to the Owner. The Project Reports are structured in line with the relevant provisions of the contract

Project schedule (or time schedule) and Activity Plan. See “Activity plan”

Project. A combined set of activities aiming at the same objective with a scope of work and a complexity that necessitates a comprehensive coordination and control. The activities will typically comprise engineering, equipment manufacturing and delivery, construction, installation, commissioning and related documentation and will often take place at different locations

Proposal Manager or Bid Manager. The manager at the contractor’s responsible for the project plan, bidding and contract drafting

Psychological approach (to conflict solving). The analysis and understanding of the personalities and their behavior involved in the conflict and its resolution

QA stands for Quality Assurance. Procedures and activities which establish, how the quality of the equipment, materials, works and services are to be obtained

QHSE stands for Quality, Health, Safety and Environment. Procedures and activities which plan for and establish whether the project activities are in accordance with local laws, regulations and internal standards with regard to health, safety and environmental issues

Raw material availability and quality survey. An investigation of the quality and quantity of raw materials available for the project

Referee. As in a sports game, the referee indicates in a project who is right and who is wrong, the parties are free to accept the verdict or reject it, unless otherwise foreseen in their contract

Regulatory work. The work in a project resulting from laws, regulations, standards

Reimbursement. Covering the cost as a refund of the other party as per agreement

Responsibility Matrix. Matrix, which assigns tasks (responsibilities) to persons or entities, can be applied within a company or a project, defining in the latter case the responsibilities of the Owner and of the Contractor

Retention bond or Warranty guarantee. Financial guarantee to cover for Contractor’s inability or unwillingness to refund the extra cost to change supplier/contractor in case he stops executing the Contract or comes into default

Risk Analysis. Activity to identify possible risks of a project

Scope of work or scope of supply. All what has to be “delivered” (equipment, materials, spare parts, documentation, works and services etc.) according to the contract

Senior Management. Management in a company as from a certain level of authority upwards (normally as from department heads upwards)

- Settlement agreement.** A written signed and executable agreement between the parties settling a contested issue
- Settlement proposal.** A proposal issued by one of the parties or by a mediator/expert of how to settle a disagreement or conflict
- Settlement.** A written agreement signed by all concerned parties, containing clear and executable provisions for settling the disagreement
- Single line diagram (electrical-).** A diagram showing the basic electrical distribution system from the public grid to the control centers incl. main transformers and switchgears
- Soft resolution method.** Mediation before litigation
- Soft resolution.** Dispute resolution by negotiations between the parties, facilitated by a private expert or mediator
- Soil investigation.** Drilling, sampling and analyzing of the underground in order to assess the soil's suitability for supporting structures necessary for building the plant
- Solution of conflict.** Efforts by one or more parties to reach a settlement agreement which solves a conflict
- Specifications.** The general term for the task statement of a project
- Specification of raw material.** Technical description of the raw material which a process requires in terms of quantity and quality and especially which raw material the process can not tolerate
- Specification of utilities.** Technical description of the utilities which the process requires in terms of quantity and quality
- Split of obligations.** Division of responsibilities for activities necessary for designing and building of the plant
- Subcontractor, sub-supplier.** A company providing engineering, equipment/material or services to the main supplier or main contractor
- Strategy of Litigation.** The compilation of actions planned to be taken in the case of legal proceedings (litigation or arbitration)
- Supervision (of installation work and commissioning).** Carried out by the supplier's supervisors who advise the Buyer (or Owner) about the correct installation, erection, assembly, start-up and operation of the equipment and the whole plant as agreed in the Contract or in a separate Supervision Agreement
- Supplier, main supplier or process supplier.** The company designing, manufacturing and delivering equipment and process line incl. documentation
- Task Responsibility Matrix.** see Responsibility Matrix
- Task Statement.** The statement of the Owner of a project, where he states the objectives to be achieved and the tasks to be executed in the project
- Technical annexes (to the contract).** Attachments to the legal part of the contract ending with the signature. Mostly containing technical specifications and procedures. Technical annexes (as well as other annexes) form an integral part of the contract and are signed by the parties
- Tender documents.** The Owner's task requirements and conditions, upon which the bidder may make his offer

Terms of Reference. Formal description of the task for an Arbitration Tribunal or an Expert as basis for their work

Test run. Agreed and controlled plant or equipment operation for the purpose of proving certain guaranteed performance parameters

The Engineer. The technically responsible person appointed by the Owner of a project to control technically all matters of a project. Normally the contract specifies the Engineer's duties and authority (approvals, instructions, variation orders, extension of time etc). Basically the Engineer's decisions must be followed in the day-to-day project work

Third Party Inspector. Inspector installed and normally paid by the owner of a project to control the quality and the quantity of equipment and goods to be delivered to the project

Time extension claimed. The alleged extra delivery time which the supplier/contractor believes the Owner should grant, when extra work is requested by the owner or other circumstances lead to prolongation of execution of the project

Time schedule. See "Activity plan"

Turn-key contract. A design and build contract with fixed price and firm stipulated delivery time (plant acceptance)

Variation order (or Change order or Extra Work Order). An order by the Owner (or Employer) to carry out extra work (outside the work stipulated in the contract) at an agreed extra price and an agreed extra time

VAT (Value Added Tax). The Tax which is levied in a country on top of the sales price, which can be partly or totally reimbursed in export dealings

Virtual Delay. Delay, which occurs, when parallel activities are in delay, for which different parties are responsible. The virtual delay is that part of a delay for which both parties are responsible and none of them carries the whole responsibility

Warranty claim. The Owner's claim to the Supplier or Contractor to repair a defect or improve the plant performance

Warranty or Warranty period. The supplier's or contractor's warranty (guarantee) against defects in material, workmanship etc. during the warranty period of normally 24 months

Work break-down structure (WBS). A systematic partition of the project in reasonable and workable supply and work packages for the purpose of scheduling (PERT), task repartition among the parties, budget control and invoicing

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