

FIDIC Notice Requirements Checklist

Red Book · Yellow Book · Silver Book

A practical field reference for construction PMs and contract administrators. Know exactly which notices to send, when to send them, and what happens if you miss the deadline.

20+ Years

Project Management Experience

PMP Certified

Engineer

FIDIC Expert

Red · Yellow · Silver Book

3 Sectors

Construction · Oil & Gas · Mfg

ABOUT THIS CHECKLIST

FIDIC contracts are precise instruments. Every clause that gives you a right — to more time, more money, or both — comes with a procedural requirement attached to it. The most common of these is the **notice requirement**.

Miss the notice. Lose the right. It is that simple, and that brutal.

This checklist covers the most critical notice obligations under three FIDIC forms commonly used in construction and infrastructure projects: the **Red Book** (Construction), the **Yellow Book** (Plant & Design-Build), and the **Silver Book** (EPC/Turnkey). Where obligations differ between books, they are noted.

This is not a legal document. It is a field reference — designed to be used by PMs and contract administrators on real projects, under time pressure, to make sure nothing is missed.

HOW TO USE THIS CHECKLIST

- 1. Identify the triggering event** — what happened on-site or under the contract that gives rise to a potential claim or obligation.
- 2. Find the relevant section** — extension of time, additional cost, variation, defects, etc.
- 3. Check the notice requirement** — who sends it, to whom, by when, and in what form.
- 4. Send the notice before the deadline** — not after. Under most FIDIC conditions, late notice means no entitlement.
- 5. Log it** — record the date sent, method, and recipient. Keep the proof.

URGENCY LEGEND

●
CRITICAL

Late or missing notice will almost certainly bar the claim entirely. No exceptions.

●
HIGH

Important procedural step. Missing it creates significant risk.

● **STAND
ARD**

Required procedural step. Follow in all cases.

1

Extension of Time (EOT) — Contractor Notices

Clause 20.1 Red/Yellow Book · Clause 20 Silver Book



Notice of Claim — First Notice

● **CRITICAL**

The Contractor must give notice of intention to claim an extension of time as soon as practicable, and no later than **28 days** after the Contractor became aware (or should have become aware) of the event giving rise to the claim.

Note: This is the most commonly missed deadline on FIDIC projects. The 28-day clock starts from awareness — not from when the delay becomes measurable.



Fully Detailed Claim Submission

● **CRITICAL**

Within **42 days** of the Contractor becoming aware of the event (or such other period as agreed), a fully detailed claim must be submitted — including the contractual basis, full supporting particulars, and the EOT or additional cost sought.

Note: If the event is continuing, submit interim claims every 28 days and a final claim within 28 days of the end of the event.

☐ **Contemporary Records**

● HIGH

The Contractor must keep such contemporary records as may be necessary to support any claim. The Engineer may monitor record-keeping and instruct additional records.

Note: Poor records are the second most common reason claims fail after late notice. Start recording from day one of the event.

☐ **Engineer's Response**

● STANDARD

The Engineer must respond within **42 days** of receiving the fully detailed claim, either approving, disapproving, or requesting further particulars.

Note: Track this deadline. If the Engineer does not respond, follow up in writing — silence is not approval.

☐ **Dispute Notice (if claim rejected)**

● CRITICAL

If the Engineer's determination is disputed, a Notice of Dissatisfaction must be issued within **28 days** of receiving the determination, or it becomes final and binding.

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Variations — Notices and Instructions

Clause 13 Red/Yellow/Silver Book

☐ **Engineer's Variation Instruction**

● STANDARD

The Engineer may instruct a Variation at any time prior to issuing the Taking-Over Certificate. Instructions must be in writing.

Note: Verbal variation instructions must be confirmed in writing immediately. If the Engineer gives a verbal instruction, confirm it yourself in writing the same day.

☐ **Contractor's Objection to Variation**

● HIGH

If the Contractor reasonably considers it cannot readily obtain goods or services required for the variation, or that the variation will adversely affect achievement of the Performance Guarantees, written notice must be given **promptly** upon receiving the instruction.

☐ **Contractor's Request for Variation Valuation**

● CRITICAL

Where the Contractor proposes that work constitutes a variation, written notice must be given to the Engineer **before the work is carried out** wherever possible.

Note: Carrying out work that constitutes a variation without prior written notice significantly weakens any subsequent claim for additional payment.

☐ **Value Engineering Proposal**

● STANDARD

A Contractor-initiated Value Engineering proposal must be submitted in writing with sufficient detail — including a description, cost reduction, reduced time (if any), and effect on performance.

☐ **Provisional Sums — Instruction Required**

● HIGH

Work covered by Provisional Sums may only be carried out on written instruction from the Engineer. No instruction = no entitlement to payment from Provisional Sum.

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Defects Notification Period — Key Notices

Clause 11 Red/Yellow/Silver Book

☐ **Notice of Defect by Engineer**

● HIGH

The Engineer may notify the Contractor of any defect or damage appearing during the Defects Notification Period (DNP). Contractor must remedy at its own cost if defect is its responsibility.

Note: The DNP starts from Taking Over. Default is 365 days unless stated otherwise in the Contract Data.

☐ **Contractor's Notice if Access is Required**

● STANDARD

If the Contractor requires access to the Employer's property to carry out remedial work, notice must be given specifying the access required.

☐ **Engineer's Extension of DNP**

● HIGH

The Engineer may extend the DNP for any item of Plant or work by notice, if the work/plant cannot be used for its intended purpose due to a defect. Maximum extension: 2 years from original Taking Over date.

Note: Track extensions carefully — the DNP expiry date is critical for determining when the Performance Security can be released.

☐ **Notice of Failure to Remedy Defects**

● HIGH

If the Contractor fails to remedy a defect within a reasonable time, the Employer (through the Engineer) must give notice fixing a final date for completion of the remedy.

☐ **Performance Certificate**

● CRITICAL

The Engineer must issue the Performance Certificate within 28 days after the latest expiry of the DNP and all outstanding defects have been remedied. Follow up in writing if not received.

Note: The Performance Certificate marks the end of the Contractor's contractual obligations. Without it, the Performance Security cannot be fully released.

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Payment — Interim and Final Certificates

Clause 14 Red/Yellow/Silver Book

☐ **Monthly Statement Submission**

● CRITICAL

The Contractor must submit a monthly Statement (in 6 copies unless stated otherwise) after the end of each month, showing amounts to which the Contractor considers itself entitled.

Note: No Statement = no obligation on the Engineer to certify. Always submit on time, even if the amount is approximate.

☐ **Engineer Issues Interim Payment Certificate (IPC)**

● CRITICAL

The Engineer must issue an IPC within **28 days** of receiving the Contractor's Statement and supporting documents.

Note: If the IPC is not issued within 28 days, this is a breach. Issue a formal notice to the Engineer and Employer.

☐ **Employer Pays**

● CRITICAL

The Employer must pay the Contractor within **56 days** of the Engineer receiving the monthly Statement (Red/Yellow Book). This includes the time for the Engineer to certify.

Note: Late payment entitles the Contractor to financing charges under Clause 14.8. Track all payment deadlines.

**Final Statement Submission**

● HIGH

Within **56 days** of receiving the Performance Certificate, the Contractor must submit a draft Final Statement with supporting documents.

Note: The Final Statement is the last opportunity to include all outstanding claims. Review it carefully before submission.

**Final Payment Certificate**

● CRITICAL

The Engineer must issue the Final Payment Certificate within **28 days** of receiving the Final Statement agreed between the parties.

Note: After the Final Payment Certificate, no further claims may generally be raised. Ensure all claims are included in the Final Statement.

**Notice of Withholding Payment**

● HIGH

If the Employer intends to withhold any amount from a certified payment, written notice with reasons must be given before the payment due date.

5**Suspension & Termination — Critical Notices**

Clauses 8, 15, 16 Red/Yellow/Silver Book

**Contractor's Notice of Entitlement to Suspend**

● CRITICAL

If the Employer fails to certify or pay in accordance with the Contract, the Contractor may give **21 days' notice** of intention to suspend or reduce the rate of work.

Note: Suspension without proper notice is a breach. The 21-day notice is mandatory before suspending.

**Contractor's Notice of Termination**

● CRITICAL

If the Contractor has given notice under Clause 16.1 and the Employer has not remedied the default within 42 days, the Contractor may give **14 days' notice** of termination.

Note: Termination by the Contractor is a last resort. Ensure all prior notice requirements have been strictly followed.

**Employer's Notice of Termination for Convenience**

● HIGH

The Employer may terminate at any time by giving **28 days' notice** to the Contractor. Termination takes effect on expiry of the notice.

Note: Termination for Convenience entitles the Contractor to payment for all work done plus reasonable profit on the balance.

**Employer's Notice to Correct**

● CRITICAL

Before terminating for Contractor default, the Employer must give notice specifying the default and requiring correction within a stated time (typically not less than 14 days).

Note: Terminating without a prior Notice to Correct is procedurally defective and may expose the Employer to a wrongful termination claim.



Force Majeure Notice

● CRITICAL

A Party affected by a Force Majeure event must give notice to the other Party within **14 days** of becoming aware of the event. The notice must describe the event and estimated effect on the programme.

Note: Failure to give timely Force Majeure notice may bar the claiming Party from EOT or additional cost entitlement under Clause 19.

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General Notice Rules — Always Apply

Clause 1.3 Red/Yellow/Silver Book



Form of Notice

● CRITICAL

All notices under FIDIC must be in writing. Written includes any hand-delivered document, letter, fax, or electronic means agreed in the Contract Data.

Note: Check your specific Contract Data to confirm which electronic means (email, document control systems) are accepted as "written" under your contract.



Delivery and Receipt

● HIGH

Notices must be delivered to the address stated in the Contract Data. A notice is deemed received when delivered, unless the Contract states otherwise.

Note: Always use a delivery method that creates a timestamped record: email with read receipt, registered mail, or document control system with acknowledgement.



Language

● STANDARD

All notices must be in the ruling language of the contract as stated in the Contract Data. If two languages are used, the ruling language prevails in case of discrepancy.



Address for Notices

● HIGH

Confirm the correct notice addresses for: the Employer, the Engineer, and the Contractor are stated in the Contract Data and keep them updated. Notices sent to the wrong address may not be valid.

Note: If key personnel change (especially the Engineer's Representative), confirm the updated notice address in writing.



Keep a Notice Log

● CRITICAL

Maintain a live register of all notices sent and received: date, sender, recipient, subject, clause reference, method of delivery, and any response required/received.

Note: In a dispute, the notice log is one of the most important documents you will produce. Start it on day one of the project.

IMPORTANT DISCLAIMER

This checklist is a practical field reference based on standard FIDIC 1999 conditions (Red, Yellow, and Silver Books). Specific contract conditions, Special Conditions of Contract (SCC), or Particular Conditions may modify or override the standard provisions. Always review your specific contract before acting on any notice requirement. This document does not constitute legal advice. For complex disputes or high-value claims, consult a qualified FIDIC practitioner or legal counsel.

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