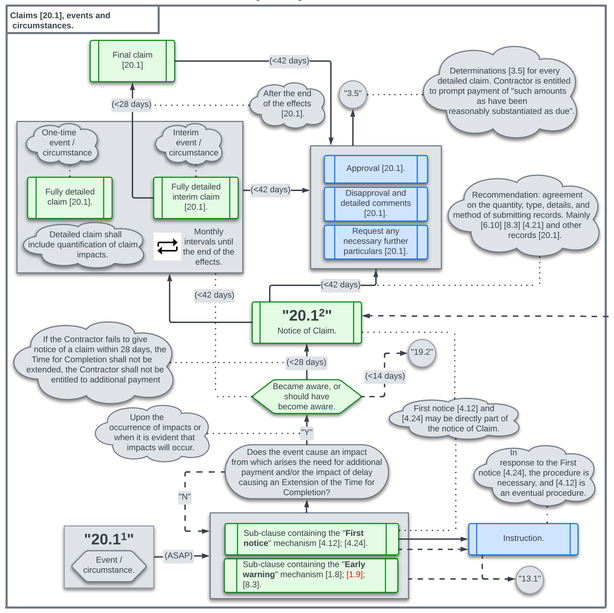
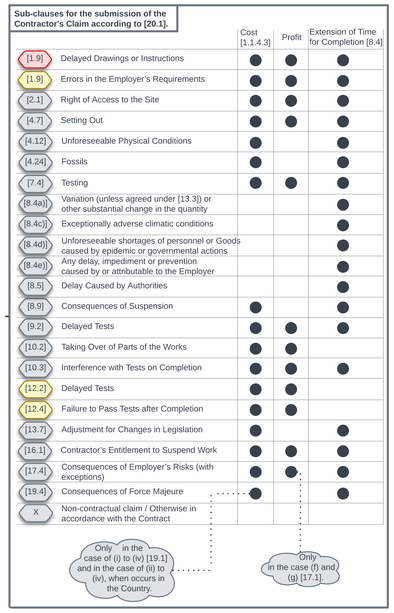
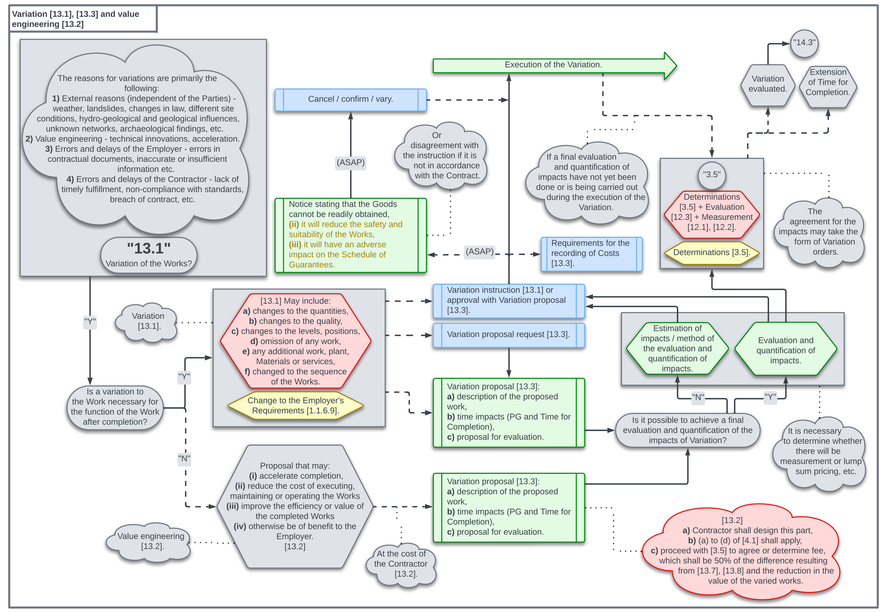
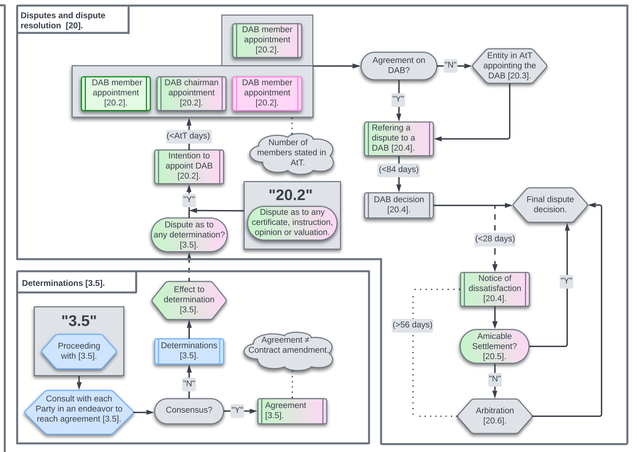
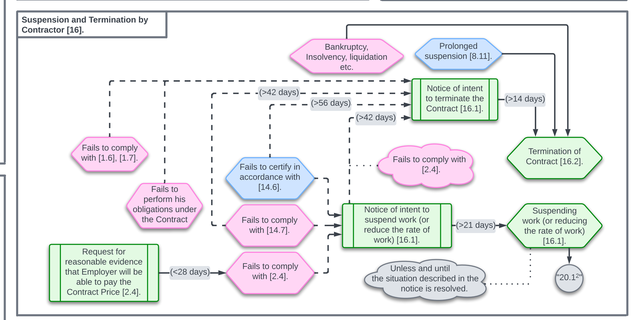
# FIDIC RED & YELLOW BOOK (1999) ULTIMATE DIAGRAM

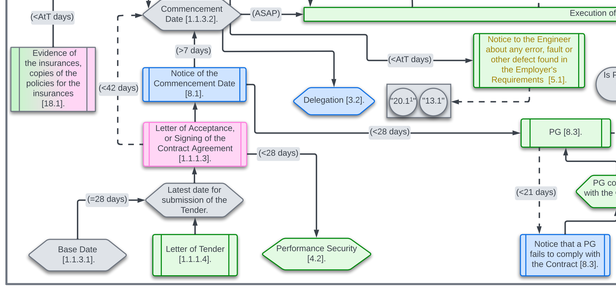


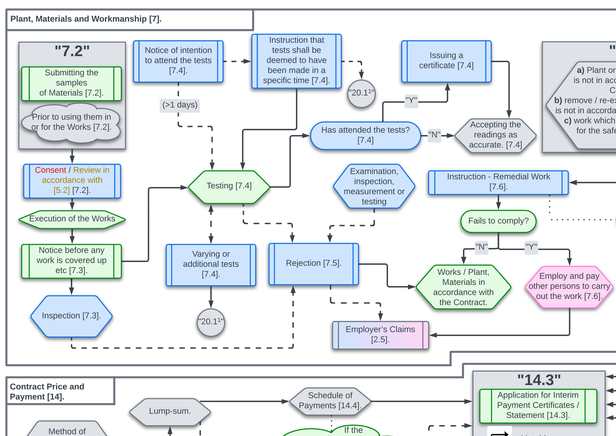



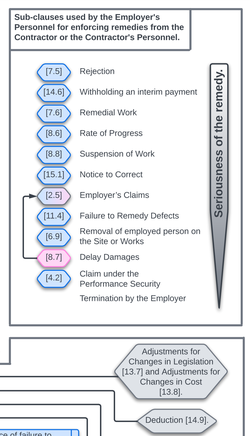



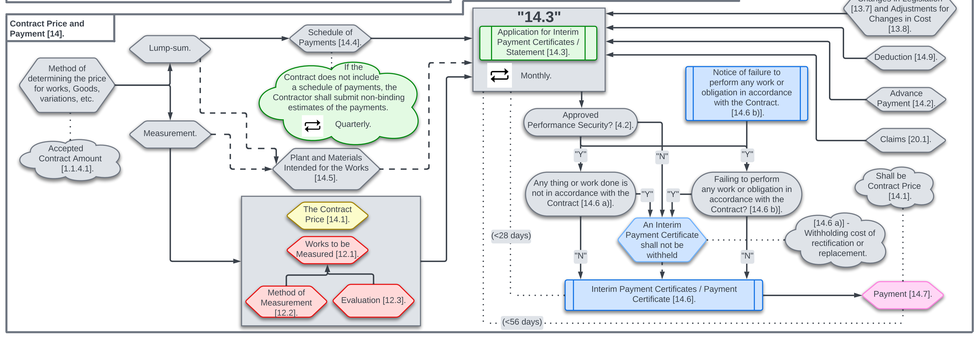



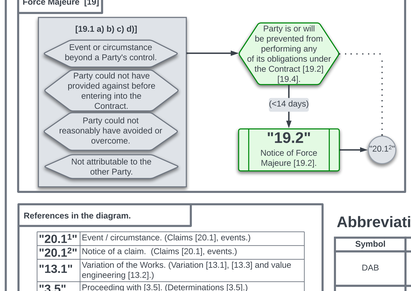




## Checklist.

| No. | OBLIGATION | SUB-CL. | CONTENTS/SUBJECT |
|---|---|---|---|
| **(1-5) Before concluding the Contract** | | | |
| 1 | Tender for the Engineer | - | The Employer tenders the Engineer. |
| 2 | Contract preparation | [1.1.1.1] | The Employer (ideally in cooperation with the Engineer) prepares a draft Contract, including the particular conditions and other contractual information / documents [13.8] [14.4], [12.2] etc.). |
| 3 | Tender for the Contract | - | The Employer shall start a tender for the Contractor and set a deadline for the submission of Tenders. |
| 4 | Submitting of a Tender | [1.1.1.4] | The Contractor shall submit a Tender. |
| 5 | Letter of Acceptance / Signing the Contract Agreement | [1.1.1.3] | The Employer sends the Contractor a Letter of Acceptance or sign the Contract Agreement. The Employer then concludes the Contract with the Contractor. |
| **(6-19) After conclusion of the Contract before commencement of the Works** | | | |
| 6 | Appointing of the Engineer | [3.1] | The Employer shall appoint the Engineer. The Engineer shall obtain approvals of the Employer for the exercise specified authority under Particular Conditions. |
| 7 | Assignment of assistants to the Engineer | [3.2] | The Engineer shall assign assistants at his discretion and delegate defined duties to them. |
| 8 | Appointment of the Contractor's Representative | [4.3] | The Contractor shall appoint a Contractor's Representative prior to the Commencement Date. |
| 9 | Consent of the Engineer with the Contractor's Representative | [4.3] | The Engineer shall consent to the appointment of the Contractor's Representative. |
| 10 | Handing over the organizational chart | - | The Engineer and the Contractor shall mutually present organizational charts of their team to each other and to the Employer. |
| 11 | Performance Security | [4.2] | The Contractor shall obtain (at his cost) a Performance Security and deliver it to the Employer within 28 days after receiving the Letter of Acceptance. |
| 12 | Quality Assurance | [4.9] | The Contractor shall institute a quality assurance system. Before the start of each stage of design or execution of the Works, all procedures and documents demonstrating compliance with the system must be submitted to the Engineer for information. |
| 13 | Conclusion of an insurance for the Works, Plant, Materials and Contractor's Documents | [18.1] [18.2] | A Party must insure the Works, etc. The insurance shall be effective from the date by which the evidence is to be submitted in accordance with [18.1] until the date issue of the Taking-Over Certificate of the Works. |
| 14 | Communication and cooperation | [1.3] | Set and remind the rules of communication and cooperation with the Contractor and The Engineer. |
| 15 | The format of Contractor's Personnel and Contractor's Equipment | [6.10] | The Engineer, in cooperation with the Contractor, shall set up the format for submitting records in accordance with [6.10]. |
| 16 | Setting the format of the PG with the Contractor with regard to the Contract | [8.3] | The Engineer shall discuss with the Contractor the required form and details of the PG, taking into consideration the Contract and in order to ensure sufficient project time management. |
| 17 | Giving a right of Access to the Site | [2.1] | The Employer shall give the Contractor right of access to, and possession of parts of the Site within the time (or times) stated in the Appendix to Tender. |
| 18 | Supervision of the giving of the right of access to the Site | [2.1] | If for any reason it is not possible to hand over all parts of the Site in accordance with the Appendix to the Tender, the Engineer in cooperation with the Employer will start to resolve the situation. |
| 19 | Commencement of Works | [8.1] | The Engineer shall give the Contractor not less than 7 days notice for the Commencement Date. Unless otherwise stated in the Particular Conditions, the Commencement Date shall be within 42 days after the Contractor receives the Letter of Acceptance. |
| **(20-41) After Commencement of Works (after the Commencement Date)** | | | |
| 20 | Commence execution of the Works | [8.1] | The Contractor shall commence work the design and execution of the Works as soon as reasonably practicable after the Commencement Date. |
| 21 | Request for Engineer's consent with proposed Subcontractor | [4.4] | The Contractor shall request consent from the Engineer for a Subcontractor not named in the Contract. |
| 22 | Consent to the proposed Subcontractor | [4.4] | The Engineer shall consent to the proposed Subcontractor, if possible. |
| 23 | Notice of the intended date of the commencement of each Subcontractor's work | [4.4] | The Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work and of the commencement of such work on the Site. |
| 24 | Submission of an baseline PG | [8.3] | The Contractor shall submit a PG within 28 days after receiving notice from the Engineer of the Commencement Date. |
| 25 | The Engineer's notice on the baseline PG. | [8.3] | Within 21 days after receiving a PG, the Engineer may give the Contractor notice that the PG does not comply with the Contract to the extent described. |
| 26 | Submitting of estimates of the payments | [14.4] | If the Contract does not include a Schedule of Payments, the Contractor shall submit non-binding estimates which he expects to quarterly become due. The first estimate shall be submitted within 42 days after the Commencement Date. |
| 27 | Request for approval of the form of the Statement | [14.3] | The Contractor shall submit to the Engineer for approval the form of Statement he intends to use. |
| 28 | Approval of the form of the Statement | [14.3] | The the Engineer shall approve the form of the Statement proposed by the Contractor or disapprove it with reasons. |
| 29 | Submitting progress reports | [4.21] | The Contractor shall submit monthly progress reports within 7 days of the last day of the period to which the report relates. |
| 30 | Records of Contractor's Personnel and Equipment | [6.10] | Contractor shall submit Contractor's Personnel and Equipment Records to the Engineer each calendar month. |
| 31 | Submitting Applications for Interim Payment Certificates | [14.3] | The Contractor shall submit a Statement together with supporting documents to the Engineer at the end of the period of payment stated in the Contract (if not stated, after the end of each month). |
| 32 | Interim Payment Certificates | [14.6] | Within 28 days of receiving the Statement and supporting documents, the Engineer shall issue an Interim Payment Certificate or issue comments on the submitted Statement. |
| 33 | Withholding of Interim Payment Certificate | [14.6] | The Engineer may withhold the issuance of a Interim Payment Certificate if a reason forseeable under the [14.6] occurs. |
| 34 | Advance Payment, Payment | [14.7] | The Employer shall pay the payment or advance payment within the stipulated period to the bank account designated by the Contractor. |
| 35 | Setting Out the Works | [4.7] | The Contractor shall set out the Works in relation to the original points etc. The Contractor shall rectify any errors in the setting out. |
| 36 | Contractor's notice of events with (possible) effect on the Works (First notice / early warning) | [1.8] [1.9] [4.12] [4.24] [8.3] [16.1] [19.2] | The Contractor shall give a notice / warning to the Engineer when events under these Sub-clauses occur. |
| 37 | Engineer's response to notice of events with (possible) impact on the Works | [1.8] [1.9] [8.3] [16.1] [19.2] | The Engineer shall respond without undue delay to the Contractor's notice under these Sub-clauses. |
| 38 | Engineer's response by Instruction to Contractor's notice of Fossils or Unforeseeable Physical Conditions. | [4.24] [4.12] | The Engineer shall respond to the Contractor's notice of Fossils by instruction and may respond to the Contractor's notice of Unforeseeable Physical Conditions. If an instruction constitutes a Variation, [13] shall apply. |
| 39 | Notice by the Engineer that a PG fails to comply with the Contract or to be consistent with actual progress. | [8.3] | The Engineer may issue a notice to the Contractor at any time that the PG fails to comply with the Contract or to be consistent with actual progress. The Engineer may instruct the acceleration under [8.6]. |
| 40 | Submission of an revised PG. | [8.3] | The Contractor shall submit an revised programe upon receiving notice from the Engineer or whenever the previous PG is inconsistent with actual progress or with the Contractor's obligations. |
| 41 | Adjustments for Changes in Cost | [13.8] | The Contractor shall prepare a quantification in accordance with [13.8] and the Appendix to Tender. |
| **(42-44) Obligations specific to Yellow book** | | | |
| 42 | Notice of error, fault or other defect found in Employer's Requirement | [5.1] | The Contractor, upon receiving notice under to [8.1], shall scrutinize the Employer's Requirements within the period specified in the AIT and give notice to the Engineer of any error, fault or other defect in the Employer's Requirements. |
| 43 | Preparation of Contractor's Documents according to Employer's Requirements | [5.2] | The Contractor shall prepare all Contractor's Documents and submit to the Engineer those to be submitted in accordance with the Employer's Requirements with the notice. |
| 44 | Review and/or approval of the Contractor's Documents | [5.2] | The Engineer shall review and/or approve the Contractor's Documents by notice in accordance with the Employer's Requirements. |
| **(45-58) Testing, Tests on Completion and Taking Over procedure** | | | |
| 45 | Submitting samples of Materials | [7.2] | The Contractor shall submit samples of the Materials specified in the Contract to the Engineer for prior consent (Red book) / review in accordance with the procedures for Contractor's Documents (Yellow book). |
| 46 | Consent to samples of Materials | [7.2] | The Engineer shall give consent / review in accordance with [5.2] prior to using the Materials in or of the Works. |
| 47 | Notice of readiness of work before its covering up | [7.3] | The Contractor shall give the Engineer notice of the completed work for the purpose of inspection, measurement, testing, etc. |
| 48 | Examination, inspection etc. or notice of not requiring to do so | [7.3] | Immediately upon receiving the Contractor's notice, the Engineer shall inspect, measure, test, etc., or give notice to the Contractor that the foregoing is not required. |
| 49 | Place and time of the tests | [7.4] | The Engineer and the Contractor shall agree on the location and time for testing. |
| 50 | Notice of intention to attend the tests | [7.4] | The Engineer shall give the Contractor at least 24 hours' notice of his intention to attend the tests. |
| 51 | Forwarding reports of the tests | [7.4] | The Contractor shall forward to the Engineer duly certified reports of the tests. |
| 52 | Endorsement of test reports | [7.4] | The Engineer shall endorse the Contractor's test certificate or issue a certificate to the Contractor having the same effect. |
| 53 | Rejection | [7.5] | The Engineer shall by notice reject Technological Equip., Materials or Craftsmanship. |
| 54 | Making good the defect | [7.5] | The Contractor shall immediately upon notice of rejection make good the defect. |
| 55 | Instruction for remedial work | [7.6] | The Engineer may instruct the Contractor at any time to remove and re-execute any work, which is not in accordance with the Contract. |
| 56 | Carrying out remedial work | [7.6] | The Contractor shall perform remedial work upon receiving instruction. |
| 57 | Notice of Tests on Completion | [9.1] | The Contractor shall give the Engineer not less than 21 days' notice of the date after which the Contractor is prepared to carry out each Tests on Completion. |
| 58 | Application for Taking-Over Certificate for Works | [10.1] | The Contractor shall apply for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be ready for taking over. |
| **(59-69) After completion of the Works** | | | |
| 59 | Taking- Over Certificate / Rejection of the Taking-Over Certificate | [10.1] | Within 28 days of receiving an application for a Taking-Over Certificate, the Engineer shall issue a Taking Over Certificate or reject the application giving reasons and specifying the work required to be done. |
| 60 | Submitting Statement at Completion | [14.10] | The Contractor shall submit a Statement at Completion to the Engineer within 84 days after receiving the Taking-Over Certificate for the Works. |
| 61 | Interim Payment Certificate | [14.10] | Within 28 days of receiving the Statement at Completion and supporting documents, the Engineer shall issue an Interim Payment Certificate or issue comments on the submitted Statement. |
| 62 | Notice of defects or incomplete work within the Defects Notification Period | [11.1] | The Engineer/Employer shall notify the Contractor of any identified incomplete work, defect or damage within the Defects Notification Period. |
| 63 | Completion of Work and Remedying Defects | [11.1] | The Contractor shall complete any outstanding work and execute all work required to remedy defects or damage as may be notified by (or on behalf of) the Employer. |
| 64 | Issue Performance Certificate | [11.9] | The Engineer shall issue a Performance Certificate within 28 days after the last of the Defects Notification Periods has expired, or as soon as practicable after delivery of all Contractor's Documents and completion of the Works by the Contractor. |
| 65 | Returning Performance security | [4.2] | The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate. |
| 66 | Application for Final Payment Certificate | [14.11] | The Contractor shall submit a final statement in a form approved by the Engineer within 56 days after receiving the Performance Certificate to the Engineer. |
| 67 | Discharge | [14.12] | The Contractor shall also submit a written Discharge when submitting the Final Statement. |
| 68 | Final Payment Certificate | [14.13] | Within 28 days after receiving the Final Statement and written discharge, the Engineer shall issue, to the Employer, the Final Payment Certificate. |
| **(69) Shrnutí** | | | |
| 69 | FIDIC conditions of contract | [1-20] | The Contractor shall execute the Works, the engineer shall manage, the Employer shall pay. |




**Force Majeure [19]**

**List of Sub-clauses where the Engineer must maintain fairness ('independence').**

- [3.5] Determinations
- [14.6] Issue of Interim Payment Certificates
- [14.13] Issue of Final Payment Certificate

**References in the diagram.**

| | |
|---|---|
| "20.1¹" | Event / circumstance. (Claims [20.1], events.) |
| "20.1²" | Notice of a claim. (Claims [20.1], events.) |
| "13.1" | Variation of the Works. (Variation [13.1], [13.3] and value engineering [13.2].) |
| "3.5" | Proceeding with [3.5]. (Determinations [3.5].) |
| "7.2" | Submitting samples.(Plant, Materials and Workmanship [7].) |
| "7.6" | Work not in accordance with the Contract. (Plant, Materials and Workmanship [7].) |
| "14.3" | Application for Interim Payment Certificates / Statement [14.3]. (Contract Price and Payment [14].) |
| "20.2" | Dispute as to any certificate, instruction, opinion or valuation. (Disputes and dispute resolution [20].) |
| "19.2" | Notice of Force Majeure. (Force Majeure [19].) |

## Abbreviations

| Symbol | Meaning | Symbol | Meaning |
|---|---|---|---|
| DAB | Dispute Adjudication Board [1.1.2.9] | AIT | Appendix to Tender [1.1.1.9] |
| PG | Programme [8.3] | ASAP | As soon as possible |

## Legend

| Symbol | Meaning | Symbol | Meaning |
|---|---|---|---|
| How often | Recurrence | | FIDIC Red book |
| Time continuation | | | FIDIC Yellow book |
| Comment | | | The Contractor [1.1.2.3] |
| Condition | | | The Employer [1.1.2.2] |
| Communications [1.3] | | | The Engineer [1.1.2.4] |
| Occurrence | | | General |
| "p" | Reference to the number in diagram "p" | [x.y] | Sub-clause of the Contract Conditions "x"."y". |
| "p" | Reference number in diagram "p" | (>z.) | Contractual term after "z" |
| | Next procedure (necessary) | (<z.) | Contract term until "z" |
| | Next procedure (eventual) | "Y" | Yes |
| | General linkage | "N" | No |

## Disclaimer

The author states that the main source of the diagrams is the document "The FIDIC Contracts Guide: CONDITIONS OF CONTRACT FOR CONSTRUCTION, CONDITIONS OF CONTRACT FOR PLANT AND DESIGN-BUILD, Second Edition 2017. Ostrava. CACE – Czech Association of Consulting Engineers". The author emphasize that the diagram does not show all the possibilities that the FIDIC contractual conditions allow, it is a graphical simplified interpretation of the basic principles.

## Document information

| | |
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