FIDIC · PROGRAMME AND CLAIMS

The Clause Map and the Clock

Most of what changed between the 1999 and 2017 conditions is a clause number, and templates written to the old numbering are still in circulation. On a 2017 contract a notice citing Sub-Clause 8.4 for an extension of time is citing the advance warning provision. Check the mapping against the edition actually in force, and read the Particular Conditions before relying on any of it.

PROVISION	1999	2017	WHAT CHANGED
Commencement of Works	8.1	8.1	Notice of the Commencement Date not less than 14 days beforehand.
Programme	8.3	8.3	Content list expanded. Critical path must be identified. Software per the Specification (the Employer's Requirements under the Yellow and Silver Books).
Engineer's review of the programme	8.3, 21 days	8.3	21 days kept for the initial programme, 14 added for a revision. Silence is a deemed Notice of No-objection.
Programme as a defined term	not defined	1.1.67	Means one that has received, or is deemed to have received, a Notice of No-objection.
Advance warning	8.3, Contractor only	8.4	Now its own Sub-Clause. Both Parties and the Engineer warn of probable future events. No sanction for failing to.
Extension of Time	8.4	8.5	Renumbered. Five grounds retained, Employer-Supplied Materials added.
Extension from a Variation	notice required	8.5	No claim notice required.
Concurrent delay	silent	8.5	Directed to the Special Provisions. Where they are silent, all relevant circumstances.
Contractor's claims	20.1	20.2	Restructured into one procedure covering both parties.
Employer's claims	2.5	20.2	Moved into the same procedure, same notice period.
Notice of Claim	20.1, 28 days	20.2.1, 28 days	Unchanged, and still the most litigated provision in FIDIC practice.
Late Notice of Claim	barred	20.2.2	The Engineer must flag it. Absent that notice, the Notice of Claim is deemed valid.
Fully detailed Claim	20.1, 42 days	20.2.4, 84 days	Longer, and more prescriptive about content.
Engineer's determination	3.5	3.7	More prescriptive, with explicit neutrality and its own time limits.
Dispute board	Clause 20, DAB	Clause 21, DAAB	Standing board, with an avoidance role added.

The periods worth diarising

28 days
Notice of Claim, from awareness

21 days
Engineer's review, initial programme

14 days
Engineer's review, a revision

14 days
Contractor's revised programme after a notice

84 days
Fully detailed Claim (2017)

28 days
Contractor's initial programme, from the commencement notice

Notices still written to the 1999 numbering? Book a 30-minute call before the next one goes to the Engineer.

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