

A PRACTICAL GUIDE FOR CONTRACT ADMINISTRATION

INSTRUCTION CHECK LIST



RED BOOK
2017
CONSTRUCTION
CONTRACT

CONDITIONS OF CONTRACT



ISSUE CLEAR
INSTRUCTIONS
IN WRITING



DEFINE SCOPE,
TIME & COST
IMPACT



PROVIDE
CLARITY &
DIRECTION



ENSURE
COMPLIANCE WITH
THE CONTRACT

INSTRUCTION CHECK LIST

- ☒ Instruction Identified
- ☒ Instruction Issued in Writing
- ☒ Reference to Contract Clause
- ☒ Scope of Instruction Clearly Defined
- ☒ Reason / Background Provided
- ☒ Effect on Time Stated
- ☒ Effect on Cost Stated
- ☒ Supporting Information / Drawings Attached
- ☒ Compliance with Employer's Requirements
- ☒ Acknowledgement Requested
- ☒ Record of Instruction Kept

FIDIC
CONDITIONS
OF CONTRACT
FOR CONSTRUCTION

RED BOOK 2017



CONTRACT
ADMINISTRATION

Clarity
Direction
Documentation



BUILT FOR
PROJECT SUCCESS



FOCUS ON
WHAT MATTERS



SUPPORTING
EFFECTIVE DELIVERY

FIDIC Red Book 2017 (Conditions of Contract for Construction)

INSTRUCTION CHECK LIST**Sub-Clause 3.5 — Engineer's Instructions (with Sub-Clause 1.9 — Delayed Drawings or Instructions)**

This check list is intended for use by the Engineer and the Contractor to verify that the procedure required under Sub-Clause 3.5 of the FIDIC Red Book 2017 has been correctly followed whenever the Engineer issues an instruction to the Contractor, and that the related provisions of Sub-Clause 1.9 concerning delayed drawings or instructions have been observed. Tick the appropriate box for each item and record supporting comments/evidence in the space provided or in an attached file register.

Project / Contract: _____ **Instruction Ref.:** _____
Engineer: _____ **Date:** _____

A General Principles – Authority to Issue and Receive Instructions

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	The instruction issued to the Contractor is one which may be necessary for the execution of the Works, and is in accordance with the Contract.	3.5	☐ Yes ☐ No ☐ N/A
2	The instruction was given by the Engineer, or by the Engineer's Representative (if appointed), or by an assistant to whom the appropriate authority to give instructions has been delegated under Sub-Clause 3.4 [Delegation by the Engineer].	3.5	☐ Yes ☐ No ☐ N/A
3	The Contractor has taken instructions only from the persons listed above, and not from any other person purporting to act on the Employer's or Engineer's behalf.	3.5	☐ Yes ☐ No ☐ N/A
4	If the instruction was given by a delegated assistant and the Contractor questioned it: the Contractor referred the matter to the Engineer by Notice, and (absent an Engineer's Notice reversing/varying it within 7 days of receiving the Contractor's Notice) the assistant's instruction/Notice is deemed confirmed.	3.4 / 3.5	☐ Yes ☐ No ☐ N/A

B Contractor's Obligation to Comply

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	Subject to the following provisions of Sub-Clause 3.5, the Contractor has complied with the instruction given by the Engineer, the Engineer's Representative (if appointed) or the delegated assistant, on this matter related to the Contract.	3.5	☐ Yes ☐ No ☐ N/A

C Instructions Stated to Constitute a Variation

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	If the instruction states that it constitutes a Variation: Sub-Clause 13.3.1 [Variation by Instruction] has been applied to it accordingly.	3.5	☐ Yes ☐ No ☐ N/A

D Contractor's Notice – Instruction Not Stated to be a Variation

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	Where the instruction was not stated to constitute a Variation, and the Contractor considers that it constitutes a Variation (or involves work already part of an existing Variation): the Contractor gave a Notice to the Engineer immediately, and before commencing any related work, setting out reasons.	3.5(a)	☐ Yes ☐ No ☐ N/A
2	Where the Contractor considers that the instruction does not comply with applicable Laws, will reduce the safety of the Works, or is technically impossible: the Contractor gave a Notice to the Engineer immediately, and before commencing any related work, setting out reasons.	3.5(b)	☐ Yes ☐ No ☐ N/A

E Engineer's Response to the Contractor's Notice

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	The Engineer responded within 7 days after receiving the Contractor's Notice, by giving a Notice confirming, reversing or varying the instruction.	3.5	☐ Yes ☐ No ☐ N/A
2	If the Engineer did not respond within the 7-day period: the instruction is deemed to have been revoked by the Engineer.	3.5	☐ Yes ☐ No ☐ N/A
3	If the Engineer did respond within the 7-day period: the Contractor has complied with and been bound by the terms of the Engineer's response.	3.5	☐ Yes ☐ No ☐ N/A

F Delayed Drawings or Instructions – Contractor's Notice

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	The Contractor has given a Notice to the Engineer whenever the Works are likely to be delayed or disrupted if a necessary drawing or instruction is not issued within a particular (reasonable) time.	1.9	☐ Yes ☐ No ☐ N/A
2	The Notice includes details of the necessary drawing or instruction required.	1.9	☐ Yes ☐ No ☐ N/A
3	The Notice includes details of why, and by when, the drawing or instruction should be issued.	1.9	☐ Yes ☐ No ☐ N/A
4	The Notice includes details of the nature and amount of the delay or disruption likely to be suffered if the drawing or instruction is issued late.	1.9	☐ Yes ☐ No ☐ N/A

G Delayed Drawings or Instructions – Entitlement and Exceptions

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	If the Contractor suffers delay and/or incurs Cost as a result of the Engineer's failure to issue the notified drawing or instruction within the reasonable time specified in the Notice (with supporting details): the Contractor's entitlement (subject to Sub-Clause 20.2 [Claims For Payment and/or EOT]) to EOT and/or payment of Cost Plus Profit has been recognised.	1.9	☐ Yes ☐ No ☐ N/A
2	It has been checked whether the Engineer's failure was caused, in whole or in part, by any error or delay of the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents.	1.9	☐ Yes ☐ No ☐ N/A
3	Where such Contractor-caused error or delay applies: it is confirmed the Contractor is not entitled to EOT and/or Cost Plus Profit to that extent.	1.9	☐ Yes ☐ No ☐ N/A

H Instruction Form

No.	Checklist Item	Sub-Clause	Status (Yes / No / N/A)
1	Is the correct Instruction Form used, completed and signed?	3.5	☐ Yes ☐ No ☐ N/A

INSTRUCTION FORM			
PROJECT NAME		PROJECT NO.	
THE EMPLOYER		EDMS DOC. ID.	
THE ENGINEER		PAGE	1 OF 1
CONTRACT NO.		INSTRUCTION NO.	
CONTRACTOR		ISSUE DATE	
CONTRACT TITLE		REVISION	0
In accordance with Sub-Clause 3.5 of the Conditions of Contract the Engineer hereby issues the following instruction to the Contractor.			
INSTRUCTED VARIATION? (YES/NO)		YES / NO	IF YES THEN CONTRACT TO COMPLY WITH 13.3.1
Instruction description:			
Remarks: If the Contractor considers this instruction to be a Variation or does not comply with applicable Laws or will reduce safety of the Works or is technically impossible, then it shall immediately notify the Engineer in writing.			
Attachments:			
Authorized signatories:			
The Engineer:		Engineer's Assistant	
Name:		Name:	
Date:		Date:	
Signature:		Signature:	

The Engineer shall fill out the header details and include document ID code as per EDMS, etc.

Indicate instructed Variation Y or N

In this section the details of the instruction are described including as required background, reasons, start date, finish date, delivery dates, deliverables, etc.

If required relevant other information can be attached.

The form is signed by the Engineer or its Assistant.

I Sign-off

Completed by (Engineer's Representative / Contractor): Signature: _____ Date: _____	Reviewed by: Signature: _____ Date: _____
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Note: This check list is a practical aid summarising the procedural requirements of Sub-Clause 3.5 [Engineer's Instructions] and Sub-Clause 1.9 [Delayed Drawings or Instructions] of the FIDIC Conditions of Contract for Construction, Second Edition 2017 ("Red Book"). It does not replace, and should be read together with, the full text of the Contract, including Sub-Clauses 3.4, 13.3.1 and 20.2 referenced above. It is not a substitute for legal advice.