



ERRATA to the FIDIC Conditions of Contract for Construction Second Edition 2017 [ISBN 978-2-88432-084-9]

The following significant errata **are not** included in the content of the Second Edition of the Conditions of Contract for Construction. Several minor typographical errors and layout irregularities **have also been found but are not included in this list due to their insignificance with regard** to the content.

GENERAL CONDITIONS

Page 1	Sub-Clause 1.1.10:	On the third and fourth lines, delete “the Contractor’s Proposal, ”.
Page 6	Sub-Clause 1.1.77:	On the second line after “Payment Certificate under”, add “Sub-Clause 14.2.1 [<i>Advance Payment Guarantee</i>] (if applicable), ”.
Page 7	Sub-Clause 1.1.81:	On the first line, delete “the Contractor’s Proposal,”.
Page 28	Sub-Clause 4.6:	On the second-last line of the first paragraph before “Contractor’s”, add “of the”.
Page 29	Sub-Clause 4.7.3:	In the second bullet-point of sub-paragraph (b) <ul style="list-style-type: none">- before “if the items of reference”, add “when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause 4.7.2,”- on the second and third lines, delete “and the Contractor’s Notice is given after the period stated in sub-paragraph (a) of Sub-Clause 4.7.2”.
Page 37	Sub-Clause 4.22	On the third line of the second paragraph before “4.17”, add “Sub-Clause”.
Page 38	Sub-Clause 5.2.2:	In sub-paragraph (a) on the first line before “Subcontractor”, add “nominated”.
Page 70	Sub-Clause 14.2.1:	On the fifth and sixth lines of the first paragraph, replace “based on the sample form included in the Tender documents” with “in the form annexed to the Particular Conditions”.
Page 78	Sub-Clause 14.12:	On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [<i>Arbitration</i>]” with “Clause 21 [<i>Disputes and Arbitration</i>]”.
Page 87	Sub-Clause 17.1:	On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.
Page 88	Sub-Clause 17.3:	On the first line of the second paragraph, replace “notice” with “a Notice”.
Page 94	Sub-Clause 19.2.1:	On the last line of the second paragraph, delete “Clause 12 [<i>Tests after Completion</i>].”

APPENDIX – GENERAL CONDITIONS OF DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT

Page 107	Title	Replace “General Conditions of Dispute Avoidance/Adjudication Agreement” with “General Conditions of DAAB Agreement”.
Page 107	Sub-Clause 1.2:	On both the first and third lines, replace “DAA Agreement” with “DAAB Agreement”.
Page 107	Sub-Clause 1.3:	<ul style="list-style-type: none">- on the first line, replace “ “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” ” with: “ “DAAB Agreement” is as defined under the Contract and is”.

- on the first line of sub-paragraph (c), replace “DAA Agreement” with “DAAB Agreement”
 - in sub-paragraph (c)(ii), replace “chairman” with “chairperson”.
- Pages 107 to 115 Sub-Clause 1.7 to Clause 12 Replace all instances of “DAA Agreement” with “DAAB Agreement”
- Page 115 Sub-Clause 11.1 On the second line, delete the text:
 “, or in the case of a three-member DAAB the Other Members jointly, “.

ANNEX – DAAB PROCEDURAL RULES

- Page 119 Rule 4.2 On the fourth line, replace “chairman” with “chairperson”.
- Page 121 Rule 8.3 On the sixth line, replace “chairman” with “chairperson”.

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS

- Page 8 INTRODUCTION Insert in the beginning of GP5: “Unless there is a conflict with the governing law of the Contract,…” allowing GP5 to read:
 “GP5: Unless there is a conflict with the governing law of the Contract, all formal disputes must be referred to a Dispute Avoidance/Adjudication Board (or a Dispute Adjudication Board, if applicable) for a provisionally binding decision as a condition precedent to arbitration.”
- Pages 16 to 47 Guidance for Sub-Clauses 1.6, 1.14, 4.2, 14.2, 14.9, 14.15 and 21.1 Replace all instances of “Sample Forms” with “Forms”.
- Page 35 Guidance for Sub-Clause 9.1 On the second line of the first paragraph, replace “Contractor’s Proposal” with “Tender”.

Form of LETTER OF ACCEPTANCE

- Page ii Footnote Replace “1.1.51” with “1.1.50”.

Form of DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT

- Pages iv and v Replace all instances of “DAA Agreement” with “DAAB Agreement”
- Page iv Recital C On the first line of sub-paragraph (c), replace “chairman” with “chairperson”.



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GENERAL CONDITIONS

Page 81 Sub-Clause 15.2.1 [Notice]:

The sentence "*and such failure constitutes a material breach of the Contractor's obligations under the Contract*" following sub-paragraph (a) should be indented so as to be clear that it is part of subparagraph (a).

- (a) fails to comply with:
 - (i) a Notice to Correct;
 - (ii) a binding agreement, or final and binding determination, under Sub-Clause 3.7 [Agreement or Determination]; or
 - (iii) a decision of the DAAB under 21.4 [Obtaining DAAB's Decision] (whether binding or final and binding)

and such failure constitutes a material breach of the Contractor's obligations under the Contract;

- (b) abandons the Works or otherwise plainly demonstrates...

Page 84 Sub-Clause 16.1 [Suspension by Contractor]:

The sentence "*and such failure constitutes a material breach of the Employer's obligations under the Contract*" following sub-paragraph (d) should be indented so as to be clear that it is part of subparagraph (d).

- (d) the Employer fails to comply with:
 - (i) a binding agreement, or final and binding determination under Sub-Clause 3.7 [Agreement or Determination]; or
 - (ii) a decision of the DAAB under 21.4 [Obtaining DAAB's Decision] (whether binding or final and binding)

and such failure constitutes a material breach of the Employer's obligations under the Contract,

the Contractor may, not less than 21 days after giving a Notice to the...

Page 85 Sub-Clause 16.2 [Termination by Contractor]:

The sentence "*and such failure constitutes a material breach of the Employer's obligations under the Contract*" following sub-paragraph (d) should be indented so as to be clear that it is part of subparagraph (d).

Sub-Clause 14.7 [Payment];

- (d) the Employer fails to comply with:
 - (i) a binding agreement, or final and binding determination under Sub-Clause 3.7 [Agreement or Determination]; or
 - (ii) a decision of the DAAB under 21.4 [Obtaining DAAB's Decision] (whether binding or final and binding)

and such failure constitutes a material breach of the Employer's obligations under the Contract;

- (e) the Employer substantially fails to perform, and such failure constitutes