



ERRATA to the FIDIC Conditions of Contract for EPC/Turnkey Projects Second Edition 2017 [ISBN 978-2-88432-083-2]

The following significant errata **are not** included in the content of the Second Edition of the Conditions of Contract for EPC/Turnkey Projects. 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.

EXPLANATORY CHARTS

First page, item 2 : Replace “above diagram” with “diagram below”.

GENERAL CONDITIONS

Page 4	Sub-Clause 1.1.42:	On the third line, replace “Specification” with “Employer’s Requirements”.
Page 6	Sub-Clause 1.1.69:	On the second line after “payment under”, add “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable), ”.
Page 6	Sub-Clause 1.1.74:	On the second line, replace “Specification” with “Employer’s Requirements”.
Page 7	Sub-Clause 1.1.78:	On the first line, replace “any change to the Works” with “any change to the Employer’s Requirements or the Works”.
Page 24	Sub-Clause 4.5.1:	In sub-paragraph (a) on the first line before “Subcontractor”, add “nominated”.
Page 25	Sub-Clause 4.6:	On the second-last line of the first paragraph before “Contractor’s”, add “of the”.
Page 32	Sub-Clause 4.22	On the third line of the second paragraph before “4.17”, add “Sub-Clause”.
Page 37	Sub-Clause 6.1:	On the first line, replace “Specification” with “Employer’s Requirements”.
Page 65	Sub-Clause 13.6:	In the fourth paragraph: <ul style="list-style-type: none">- at the end of sub-paragraph (ii), delete “(with detailed supporting particulars)”- at the end of this fourth paragraph, add “(with detailed supporting particulars)”.
Page 67	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 75	Sub-Clause 14.12:	On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.
Page 84	Sub-Clause 17.1:	In the first paragraph: <ul style="list-style-type: none">- on the fourth and fifth lines, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.- on the seventh line, delete “or Part”.- on the last line, delete “or Part”.
Page 85	Sub-Clause 17.3:	On the first line of the second paragraph, replace “notice” with “a Notice”.
Page 86	Sub-Clause 17.4:	On the third line of the last paragraph, delete “or Part”.
Page 91	Sub-Clause 19.2.3:	In the first paragraph: <ul style="list-style-type: none">- on the first line, delete “, if any,”.- replace “part of the Permanent Works under Sub-Clause 4.1 [Contractor’s General Obligations], and/or any other design under the Contract” with “the Permanent Works”.

APPENDIX – GENERAL CONDITIONS OF DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT

Page 103	Title	Replace	“General Conditions of Dispute Avoidance/Adjudication Agreement” with “General Conditions of DAAB Agreement”.
Page 103	Sub-Clause 1.2:		On both the first and third lines, replace “DAA Agreement” with “DAAB Agreement”.
Page 103	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 103 to 111	Sub-Clause 1.7 to Clause 12		Replace all instances of “DAA Agreement” with “DAAB Agreement”
Page 110	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 114	Rule 4.2		On the fourth line, replace “chairman” with “chairperson”.
Page 116	Rule 8.3		On the sixth line, replace “chairman” with “chairperson”.
Page 118			After Rule 10, insert Rule 11: “ Rule 11 Challenge Procedure 11.1 If and when the objecting Party challenges a DAAB Member, within 21 days of learning of the facts upon which the challenge is based, the provisions of this Rule shall apply. Any challenge is to be decided by the International Chamber of Commerce (ICC) and administered by the ICC International Centre for ADR. 11.2 The procedure for such challenge and information on associated charges to be paid are set out at http://fidic.org and http://iccwbo.org .”

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 50	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”.

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 78 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 3.5 [*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 81 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 3.5 [*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...