



Fédération Internationale des Ingénieurs-Conseils
International Federation of Consulting Engineers
Internationale Vereinigung Beratender Ingenieure
Federación Internacional de Ingenieros Consultores

Amendments to the **FIDIC Conditions of Contract**

FOR BUILDING
AND ENGINEERING WORKS
DESIGNED BY THE EMPLOYER,
SECOND EDITION 2017

ISBN 978-2-88432-084-9



Amendments to the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Second Edition 2017

[ISBN 978-2-88432-084-9]

Following publication in 2017 of the Second Edition of the Conditions of Contract for Construction [ISBN 978-2-88432-084-9], a number of amendments were agreed by FIDIC. FIDIC published the first set of amendments as an errata document in December 2018. This was followed by a second set of amendments of additional errata in the form of a memorandum published in June 2019. Since then, FIDIC has identified further amendments to improve the said publication. FIDIC is hereby publishing a third set of amendments in November 2022 effective as of 1 January 2023.

The above three set of amendments are provided below as three separate documents. In addition, several minor typographical errors and layout irregularities that have also been corrected in the 2017 publication are not listed below.

Page numbers and lines given below are references to pages numbers and lines in the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Second Edition 2017, [ISBN 978-2-88432-084-9].

Amendments Issue No.1 – December 2018

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 “and 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 | <p>Insert in the beginning of GP5: “Unless there is a conflict with the governing law of the Contract,…” allowing GP5 to read:</p> <p>“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.”</p> |
| 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 (b), replace “chairman” with “chairperson”. |

GENERAL CONDITIONS

Page 81 Sub-Clause 15.2.1:

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 sub-paragraph (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:

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 sub-paragraph (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:

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 sub-paragraph (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...”

Amendments Issue No.3 – November 2022

Amendments to the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Second Edition, 2017

[ISBN 978-2-88432-084-9]

The following amendments are made to the Conditions of Contract for Construction, Second Edition, 2017 effective as of 1 January 2023.

GENERAL CONDITIONS

| | | |
|---------------|--------------------|--|
| Cover page: | | In the text under the main title, replace “Dispute Adjudication Avoidance Agreement” with “DAAB Agreement”. |
| Title page 1: | | On the right-hand side, replace “Dispute Adjudication/Avoidance Agreement” with “DAAB Agreement”. |
| Page 1 | Sub-Clause 1.1.6: | On the first line after “to the other Party”, add “(excluding a matter to be agreed or determined under sub-paragraph (a) of Sub-Clause 3.7 [<i>Agreement or Determination</i>])”. |
| Page 1 | Sub-Clause 1.1.9: | On the second line replace “as amended by” with “and”. |
| Page 2 | Sub-Clause 1.1.23: | On the fifth/sixth line replace “Dispute Avoidance/Adjudication Agreement” with “DAAB Agreement”. |
| Page 2 | Sub-Clause 1.1.24: | On the second line, after “the Engineer”, add “under Sub-Clause 10.1 [<i>Taking Over the Works and Sections</i>] or the first paragraph of Sub-Clause 10.2 [<i>Taking Over Parts</i>]”. On the fourth and fifth lines, replace “if Sub-Clause 10.2 [<i>Taking Over Parts</i>]” with “if the second paragraph of Sub-Clause 10.2 [<i>Taking Over Parts</i>]”. |
| Page 3 | Sub-Clause 1.1.29: | Replace the text of this definition with: ““ Dispute ” means any situation where: “(a) one Party has made a Claim, or there has been a matter to be agreed or determined under sub-paragraph (a) of Sub-Clause 3.7 [<i>Agreement or Determination</i>]; (b) the Engineer’s determination under Sub-Clause 3.7.2 [<i>Engineer’s Determination</i>] was a rejection (in whole or in part) of: (i) the Claim (or there was a deemed rejection under sub-paragraph (i) of Sub-Clause 3.7.3 [<i>Time limits</i>]); or (ii) a Party’s assertion(s) in respect of the matter as the case may be; and (c) either Party has given a NOD under Sub-Clause 3.7.5 [<i>Dissatisfaction with Engineer’s determination</i>].”. |
| Page 4 | Sub-Clause 1.1.37: | On the first line add “exceptional” before “event or circumstance”. |
| Page 4 | Sub-Clause 1.1.43: | Replace the text of this definition with: ““ General Conditions ” means this document entitled “General Conditions”, as published by FIDIC.”. |
| Page 5 | Sub-Clause 1.1.58: | Replace all text after “which is” on the second line with the following: “taken over by the Employer under the first paragraph, or used by the Employer and deemed to have been taken over under the second paragraph, of Sub-Clause 10.2 [<i>Taking-Over Parts</i>].”. |

| | | |
|---------|-------------------|---|
| Page 8 | Sub-Clause 1.3: | On the fifth line of the first paragraph, before “discharge,” add “disagreement,”. |
| Page 9 | Sub-Clause 1.5: | <p>On the second line of the first paragraph, after “If there is any conflict, ambiguity or discrepancy” and before the comma, add: “in the documents”.</p> <p>On the first line of the last paragraph, replace “an ambiguity” with “a conflict, ambiguity”.</p> <p>On the second line of the last paragraph, replace “the ambiguity” with “the conflict, ambiguity”.</p> <p>On the third line of the last paragraph, replace “an ambiguity” with “a conflict, ambiguity”.</p> |
| Page 14 | Sub-Clause 1.15: | <p>The sentence “The total liability of the Contractor to the Employer under or in connection with the Contract, other than:” should not be indented so as to be clear that it, and sub-paragraphs (i) to (iv), comprise a new paragraph and are not part of sub-paragraph (g):</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="margin-left: 40px;">and</p> <p>(g) Sub-Clause 17.5 [<i>Indemnities by Employer</i>].</p> <p>← The total liability of the Contractor to the Employer under or in connection with the Contract, other than:</p> <ul style="list-style-type: none"> (i) under Sub-Clause 2.6 [<i>Employer-Supplied Materials and Employer’s Equipment</i>]; (ii) under Sub-Clause 4.19 [<i>Temporary Utilities</i>]; (iii) under Sub-Clause 17.3 [<i>Intellectual and Industrial Property Rights</i>]; and (iv) under the first paragraph of Sub-Clause 17.4 [<i>Indemnities by Contractor</i>], <p>shall not exceed the sum stated in the Contract Data or (if a sum is not so stated) the Accepted Contract Amount.</p> </div> <p>In the same sentence, add “under” after “other than” and delete “under” in sub-paragraphs (i) to (iv).</p> |
| Page 16 | Sub-Clause 3.1: | In sub-paragraph (b) delete “shall be”. |
| Page 18 | Sub-Clause 3.4: | On the second-last line of the last paragraph, after “receiving the Contractor’s Notice,” add “by giving a Notice”. |
| Page 18 | Sub-Clause 3.6: | In the second line of the last paragraph replace “an entity” with “a legal entity”. |
| Page 19 | Sub-Clause 3.7: | <p>Replace the second paragraph with:</p> <p>“Whenever these Conditions provide that the Engineer shall proceed under this Sub-Clause 3.7 to agree or determine either:</p> <ul style="list-style-type: none"> (a) any matter, as provided for in Sub-Clauses 4.7.3, 10.2, 11.2, 12.1, 12.3, 13.3.1, 13.5, 14.4, 14.5, 14.6.3, 15.3, 15.6 and 18.5, identifying in the same Sub-Clause the date of commencement of the corresponding time limit for agreement under Sub-Clause 3.7.3 [<i>Time limits</i>]; or (b) any Claim, <p>the following procedure shall apply:”.</p> |
| Page 20 | Sub-Clause 3.7.3: | <p>On the first line of sub-paragraph (a) replace “(not a Claim)” with “under sub-paragraph (a) of Sub-Clause 3.7 [<i>Agreement or Determination</i>]”.</p> <p>On the first line of the last paragraph, delete “agreement or”.</p> |

| | | |
|---------|-------------------|---|
| | | On the first line of sub-paragraph (ii) of the last paragraph after “matter to be agreed or determined” add “under sub-paragraph (a) of Sub-Clause 3.7 [<i>Agreement or Determination</i>]”. |
| Page 23 | Sub-Clause 4.2.1: | On the third line of the last paragraph, after “increase or decrease of the Contract Price”, add “in one currency”. |
| | | On the third line of the last paragraph, after “Accepted Contract Amount”, add “in that currency”. |
| Page 29 | Sub-Clause 4.7.3: | On the first and second lines of the last paragraph replace “If, under sub-paragraph (b) above, an experienced contractor would not have discovered the error:” with: “If it is agreed or determined, under sub-paragraphs (a) and (b) above, that there is an error in the items of reference that an experienced contractor would not have discovered:”. |
| | | On the first line of sub-paragraph (ii), replace “if the Contractor” with “if there are no such measures, and therefore no Variation, but the Contractor”. |
| Page 38 | Sub-Clause 5.1: | On the second line of the second-last paragraph after “the Contractor shall submit”, add “to the Engineer”. |
| | | On the fourth line of the second-last paragraph, delete “to the Engineer”. |
| Page 48 | Sub-Clause 8.3: | On the first line of the last paragraph, replace “the Programme” with “any programme”. |
| Page 49 | Sub-Clause 8.5: | Replace the second-last paragraph with “When agreeing or determining each EOT, the Engineer shall review previous agreements and determinations of EOT under Sub-Clause 3.7 [<i>Agreement or Determination</i>] and may increase, but shall not decrease, the total EOT.”. |
| Page 53 | Sub-Clause 9.4: | On the first line of sub-paragraph (a), replace “order” with “instruct”. |
| Page 54 | Sub-Clause 10.1: | On the first line of the third paragraph, replace “Part of the Works is taken over” with “Part is taken over or is deemed to have been taken over”. |
| Page 55 | Sub-Clause 10.2: | On the first line of the third paragraph, replace “the Engineer has issued a Taking-Over Certificate for a Part” with “a Part has been taken over or is deemed to have been taken over”. |
| | | On the first and second lines of the fourth paragraph, replace “the Employer taking over and/or using a Part” with “the taking over or deemed taking over of a Part”. |
| | | In the last paragraph: |
| | | - replace the first sentence with the following: “For any period of delay after the date that a Part has been taken over or is deemed to have been taken over, the Delay Damages for completion of the Works or the Section (as the case may be) in which this Part is included shall be reduced.”; |
| | | - delete the second sentence: “Similarly, the Delay Damages for the remainder of the Section (if any) in which this Part is included shall also be reduced.”; |
| | | - replace the fourth sentence with the following: “The Engineer shall proceed under Sub-Clause 3.7 [<i>Agreement or Determination</i>] to agree or determine this reduction (and, for the purpose of Sub-Clause 3.7.3 [<i>Time limits</i>], the date the Engineer issues the Taking-Over Certificate under the first paragraph of, or |

receives the Contractor's Notice under the second paragraph of, this Sub-Clause (as the case may be) shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).”.

| | | |
|---------|--------------------|--|
| Page 56 | Sub-Clause 10.4: | On the second line, replace “Part of the Works” with “Part”. |
| Page 57 | Sub-Clause 11.3: | On the fourth line of sub-paragraph (a), replace “matters” with “causes”. |
| Page 76 | Sub-Clause 14.9: | In sub-paragraph (b), delete “for”. On the first line of the third paragraph, after “IPC”, add “, or the FPC (as the case may be),”. |
| Page 79 | Sub-Clause 14.13: | Replace the last paragraph with “If the Contractor has not submitted a discharge under Sub-Clause 14.12 [<i>Discharge</i>] but has either: (i) submitted a Partially Agreed Final Statement under Sub-Clause 14.11.2 [<i>Agreed Final Statement</i>]; or (ii) not done so but, to the extent that a draft final Statement submitted by the Contractor is deemed by the Engineer to be a Partially Agreed Final Statement, the Engineer shall proceed in accordance with Sub-Clause 14.6 [<i>Issue of IPC</i>] to issue an IPC.”. |
| Page 81 | Sub-Clause 15.2.1: | On the fourth line of sub-paragraph (c), replace “his failure” with “the Contractor’s failure”. |
| Page 82 | Sub-Clause 15.2.3: | On the second line of sub-paragraph (a), replace “this Sub-Clause” with “Sub-Clause 15.2.2 [<i>Termination</i>]”. |
| Page 87 | Sub-Clause 17.1: | On the fifth line of the first paragraph, after “the issue” add “(or deemed issue)”. |
| Page 88 | Sub-Clause 17.2: | Replace the text of sub-paragraph (e) in its entirety with “any Exceptional Event; and/or”. In sub-paragraph (f), after “any act or default of” add “the Employer,”. In the second-last paragraph: <ul style="list-style-type: none">- on the first line, replace “Subject to Sub-Clause 18.4 [<i>Consequences of an Exceptional Event</i>], if” with “If”.- on the third line, replace “damage” with “loss and/or damage”.- on the last line after “[<i>Variation by Instruction</i>]”, add: “and, in the case of sub-paragraph (e) above, shall be without prejudice to any other rights the Contractor may have under Sub-Clause 18.4 [<i>Consequences of an Exceptional Event</i>]”. In the last paragraph: <ul style="list-style-type: none">- on the first line, replace “loss or damage” with “loss and/or damage”.- on the last line, replace “delays” with “delay”. |
| Page 90 | Sub-Clause 18.1: | On the first line before “event” add “exceptional”. |
| Page 96 | Sub-Clause 20.1: | On the fourth line of sub-paragraph (c), delete “determination”. On the fourth line of the last paragraph replace “but the” with “except if any of sub-paragraphs (a) to (c) of Sub-Clause 21.4 [<i>Obtaining DAAB’s Decision</i>] applies. The”. |
| Page 97 | Sub-Clause 20.2.2: | On the eighth line of the last paragraph add “shall” after “and” and before “include”. On the fourth line of the last paragraph replace “[<i>Fully detailed claim</i>]” with “[<i>Fully detailed Claim</i>]”. |

| | | |
|----------|--------------------|---|
| Page 98 | Sub-Clause 20.2.4: | On the fourth line of the second-last paragraph replace “fully detailed claim shall include” with “fully detailed Claim shall be supplemented with”. |
| Page 98 | Sub-Clause 20.2.5: | On the sixth line of the second paragraph replace “fully detailed claim” with “fully detailed Claim”. |
| Page 101 | Sub-Clause 21.2: | <p>At the end of sub-paragraph (d) after “to do so,” add:</p> <p>“, or because the terms of the DAAB Agreement (including the amount of the monthly fee or the daily fee) cannot be agreed with the member or replacement within 14 days after he/she has been advised by the Parties that they have agreed to his/her appointment,”.</p> <p>In the first paragraph delete the text that follows sub-paragraph (d) and replace with the following:</p> <p>“then, unless otherwise agreed by the Parties, either or both Parties may apply to the President of FIDIC or a person appointed by the President, who shall be the appointing official under the Contract. The appointing official shall, after due consultation with both Parties and after consulting the prospective member(s) or replacement:</p> <ul style="list-style-type: none"> - appoint the member(s) of the DAAB or the replacement; <li style="padding-left: 40px;">and - set the terms of the appointment, including the amounts of the monthly fee and the daily fee for each member or replacement. <p>Selection of the member(s) or replacement to be so appointed shall not be limited to those persons named in the list in the Contract Data or, in the case of sub-paragraph (d) above, to the member(s) or replacement agreed by the Parties.</p> <p>This appointment and its terms shall be final and conclusive.”.</p> <p>On the second line of the last paragraph delete “entity or”.</p> |
| Page 102 | Sub-Clause 21.4: | <p>On the third and fourth lines replace “and the following provisions shall apply” with a full stop “.”, and add the following text as new paragraphs:</p> <p>“In addition to the situation described in the definition of Dispute under Sub-Clause 1.1.29 above, a Dispute shall be deemed to have arisen if:</p> <ul style="list-style-type: none"> (a) there is a failure as referred to under sub-paragraph (b), or a non-payment as referred to under sub-paragraph (c), of Sub-Clause 16.2.1 [<i>Notice</i>]; (b) the Contractor is entitled to receive financing charges under Sub-Clause 14.8 [<i>Delayed Payment</i>] but does not receive payment thereof from the Employer within 28 days after his request for such payment; or (c) a Party has given: <ul style="list-style-type: none"> (i) a Notice of intention to terminate the Contract under Sub-Clause 15.2.1 [<i>Notice</i>] or Sub-Clause 16.2.1 [<i>Notice</i>] (as the case may be); or (ii) a Notice of termination under Sub-Clause 15.2.2 [<i>Termination</i>], Sub-Clause 16.2.2 [<i>Termination</i>], Sub-Clause 18.5 [<i>Optional Termination</i>] or Sub-Clause 18.6 [<i>Release from Performance under the Law</i>] (as the case may be); <p style="padding-left: 40px;">and the other Party has disagreed with the first Party’s entitlement to give such Notice;</p> <p>which Dispute may be referred by either Party under this Sub-Clause 21.4 without the need for a NOD (and Sub-Clause 3.7 [<i>Agreement or</i></p> |

Determination] and sub-paragraph (a) of Sub-Clause 21.4.1 [*Reference of a Dispute to the DAAB*] shall not apply).

Where a Dispute is to be referred to the DAAB for its decision, the following provisions shall apply.”.

Page 102 Sub-Clause 21.4.1: In sub-paragraph (a) replace “if Sub-Clause 3.7 [*Agreement or Determination*] applied to the subject matter of the Dispute” with “subject to sub-paragraph (ii) of Sub-Clause 3.7.3 [*Time limits*] and the provisions of the second paragraph of Sub-Clause 21.4 [*Obtaining DAAB’s Decision*]”.

APPENDIX – GENERAL CONDITIONS OF DAAB AGREEMENT

Page 107 Clause 1: Replace the Sub-Clause numbering for the last five definitions with “1.4” to “1.8”, respectively.

Page 107 Sub-Clause 1.1: Replace “General Conditions of Dispute Avoidance/Adjudication Agreement”, in the two instances, with “General Conditions of DAAB Agreement”.

Page 109 Sub-Clause 4.1: Replace sub-paragraph (c) with the following:
“(c) in the 5 years before signing the DAAB Agreement, not have been employed as a consultant or otherwise by the Employer, the Contractor, the Employer’s Personnel or the Contractor’s Personnel, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the DAAB Agreement (or are deemed to have done so);”.

In sub-paragraph (f) the following words “the Employer, the Contractor, the Employer’s Personnel or the Contractor’s Personnel, except as may be agreed by the Employer, the Contractor and the Other Members (if any); and/or” should be indented so as to be clear that it is part of sub-paragraph (f):

| | |
|-----|---|
| | independence or impartiality, and |
| | (iii) previous involvement in the project of which the Contract forms part; |
| (f) | not, while a DAAB Member and for the Term of the DAAB: |
| | (i) be employed as a consultant or otherwise by, and/or |
| | (ii) enter into discussions or make any agreement regarding future employment with |
| | the Employer, the Contractor, the Employer’s Personnel or the Contractor’s Personnel, except as may be agreed by the Employer, the Contractor and the Other Members (if any); and/or |
| (g) | not solicit, accept or receive (directly or indirectly) any gift, gratuity, commission or other thing of value from the Employer, the Contractor, the Employer’s Personnel or the Contractor’s Personnel, except for payment under the DAA Agreement. |

Page 112 Sub-Clause 9.1: Replace sub-paragraphs (b)(iv) and (b)(v) in their entirety by the following:
“(iv) spent on preparing and attending hearings (and, in case of a three-member DAAB, attending meeting(s) between the DAAB Members in accordance with sub-paragraph (a) of Rule 8.2 of the DAAB Rules, and communicating with the Other Members); and
(v) spent on preparing decisions, including studying written documentation and arguments from the Parties.”.

In sub-paragraph (c), replace “telephone calls (and videoconference calls, if any, and internet access)” with “internet access”.

| | | |
|----------|------------------|--|
| Page 112 | Sub-Clause 9.2: | On the second-last and last lines, delete “(or, under the Contract, deemed to have been signed)”. |
| Page 112 | Sub-Clause 9.3: | Replace the text of this Sub-Clause in its entirety with: “If the DAAB Member has been appointed by the appointing official, the amounts of the DAAB Member’s monthly fee and daily fee, under Sub-Clause 9.1 above, shall be as referred to under sub-paragraph (i) of Sub-Clause 21.2 [<i>Failure to Appoint DAAB Member(s)</i>] of the Conditions of Contract.”. |
| Page 113 | Sub-Clause 9.6: | In the first paragraph replace the numbering of the third sub-paragraph from “b” to “c”. |
| Page 113 | Sub-Clause 9.7: | In sub-paragraph (b), before “resign”, add “without prejudice to his/her other rights or remedies,”. |
| Page 114 | Sub-Clause 10.2: | On the fourth line, replace “notice” with “Notification”. |
| Page 115 | Sub-Clause 11.1: | On the fourth line, delete “Objection Procedure”. On the fourth and fifth lines, delete “Challenge Procedure”. |
| Page 116 | Clause 12: | Delete “2017”, delete “and Article 30”, and delete “at Appendix VI”. |

ANNEX – DAAB PROCEDURAL RULES

| | | |
|----------|-----------|---|
| Page 117 | Rule 2.1: | On the fourth and fifth lines, replace “by telephone or by video conference” with “online”. |
| Page 117 | Rule 3.2: | On the second line replace “a face-to-face meeting with the Parties” with: “an introductory meeting with the Parties. The date, time and type (online or in-person) of, and agenda for, the introductory meeting shall be set by the DAAB in consultation with the Parties”. |
| Page 117 | Rule 3.3: | On the first line delete “face-to-face”, and replace “and/or” with “and”. On the third line replace “and/or Site” with “and Site”. After sub-paragraph (c) add a new paragraph: “Each such meeting shall be face-to-face and each Site visit shall be in-person, unless the Parties and the DAAB agree that exceptional circumstances mean that it would be prudent for the meeting and Site visit to be carried out online. The date, time and agenda for each such meeting and Site visit shall be set by the DAAB in consultation with the Parties.”. |
| Page 117 | Rule 3.4: | On the first line delete “face-to-face”. On the second to fourth lines, replace “by telephone or video conference as agreed with the Parties (in which case each Party bears the risk of interrupted or faulty telephone or video conference or internet transmission and reception)” with “online”. |
| Page 118 | Rule 3.6: | On the first line of sub-paragraph (a), replace “by telephone or video conference (as agreed with the Parties under Rule 3.4 above)” with “online”. On the second line of sub-paragraph (b), replace “a Site visit” with “an in-person Site visit”. |
| Page 118 | Rule 3.9: | Replace sub-paragraph (c) in its entirety with: “access to an online video conference platform for each online meeting and Site visit”. |
| Page 119 | Rule 5.1: | On the second line, replace “DAA Agreement” with “DAAB Agreement”. |
| Page 121 | Rule 8.2: | The sentence “the Other Members shall nevertheless proceed to make a decision, unless:” should be indented so as to be clear that it is part of sub-paragraph (d): |

particulars) which shall be issued to the Parties; and
 (d) if a DAAB Member fails to:
 (i) attend a hearing (if any) or a DAAB Members' meeting; or
 (ii) fulfil any required function (other than agreeing to a unanimous decision)
 the Other Members shall nevertheless proceed to make a decision, unless:

- such failure has been caused by exceptional circumstances, of which the Other Members and the Parties have received a Notification from the DAAB Member;

Page 122 Rule 9: In the heading of this Rule, replace “DAA Agreement” with “DAAB Agreement”.

Page 122 Rules 9.1 and 9.2: On the first line, replace “DAA Agreement” with “DAAB Agreement”.

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS

Title page: On the right-hand side, replace “Dispute Adjudication/Avoidance Agreement” with “DAAB Agreement”.

Particular Conditions Part A – Contract Data

Page 2 INTRODUCTORY GUIDANCE NOTES In the fourth paragraph replace “which the Employer wishes Contract Data to be completed by the tenderers” with:
 “in the Contract Data which the Employer wishes the tenderers to complete.”.

CONTRACT DATA

Page 3 Replace “1.1.19” with “1.1.20”.

Page 3 Replace “1.1.85” with “1.1.84”.

Page 3 The second and third columns for Sub-Clause 2.1 to be replaced with:
 “after receiving the Letter of Acceptance, the Contractor shall be given right of access to, and possession of:
 (*tick the relevant box*)

all of the Site _____ days

parts of the Site as follows:

part:..... _____ days

part:..... _____ days

part:..... _____ days”

Page 4 In the third column for Sub-Clause 12.3 replace “as stated under 1.1.19 above” with “as stated under 1.1.20 above”.

Page 5 The first, second and third columns for Sub-Clause 14.2.3 to be replaced with:

14.2.3(a)..... minimum amount of certified interim payments to commence repayment of the Advance Payment (as a percentage of the Accepted Contract Amount) _____ %

| | | |
|--------|--|---|
| | | 14.2.3(b)..... percentage deductions for the repayment of the Advance Payment _____ % |
| Page 6 | | Replace “19.2(1)(b)” with “19.2.1(b)”, and “19.2(1)(iv)” with “19.2.1(iv)”. |
| Page 7 | | In the entry for 19.2.1(iv) delete “list of Exceptional Risks” and replace with “list of risks arising from Exceptional Events”. Delete the entry for Sub-Clause 21.2, including the statement: “(Unless otherwise stated here, it shall be the President of FIDIC or a person appointed by the President)”. |

Particular Conditions Part B – Special Provisions

| | | |
|--------|--------------|--|
| Page 9 | Introduction | Delete the indented text in the second-last paragraph of the introduction and replace with the following: “The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ” Second Edition 2017, reprinted 2022 with amendments, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), the Contract Data (Particular Conditions – Part A) and the following “Special Provisions” (Particular Conditions – Part B), which include amendments and additions to such General Conditions.” |
|--------|--------------|--|

NOTES ON THE PREPARATION OF SPECIAL PROVISIONS

| | | |
|----------------|-------------------------------------|--|
| Page 15 | EXAMPLE New Definition | Replace “B 1.1.x” with “1.1.x”. |
| Page 15 | EXAMPLE New Definition | Replace “B 1.1.’n” with “1.1.x”. |
| Page 24 | Guidance for Sub-Clause 4.12 | On the first line of the last paragraph, replace “14.12.5” with “4.12.5”. |
| Pages 26-27 | Additional Sub-Clause Milestones | On pages 26 and 27 in the EXAMPLE PROVISIONS FOR MILESTONES: - on the fourth line of the definition of “Milestone”, replace “[<i>Milestone Works</i>]” with “[<i>Milestones</i>]”. - replace the sentence “Add new Sub-Clause 4.24 ... Milestones” with “Add new Sub-Clause 4.24 [<i>Milestones</i>]”. - in the last paragraph replace the numbering of the fourth sub-paragraph with “(iv)”. |
| Page 33 | Guidance for Sub-Clause 8.3 | On the first line of the first paragraph replace “preferable to” with: “preferred by”. |
| Page 46 | Guidance for Sub-Clause 18.1 | Delete the entire paragraph and replace with the following: “In respect of sub-paragraph (f) of this Sub-Clause, it should be noted that any event of “exceptionally adverse climatic conditions” (as referred to in sub-paragraph (c) of Sub-Clause 8.5 [<i>Extension of Time for Completion</i>]) will not constitute an Exceptional Event unless it is of such severity or magnitude that the conditions stated in sub-paragraphs (ii) and (iii) of this Sub-Clause 18.1 [<i>Exceptional Events</i>] are fulfilled. Therefore, unless both such conditions are fulfilled, there is no right for either Party to suspend the Works in the case of an event of “exceptionally adverse climatic conditions”, although if this type of event has the effect of delaying completion and taking-over of the Works or Section the Contractor shall be entitled to EOT under sub-paragraph (c) of Sub-Clause 8.5 [<i>Extension of Time</i>].”. |

| | | |
|-------------|------------------------------|--|
| Page 47 | Guidance for Sub-Clause 20.1 | <p>On page 47 in the last bullet-point after “that does not involve” add “additional”.</p> |
| Pages 47-49 | Guidance for Sub-Clause 21.1 | <p>On pages 47 to 49, replace all instances of “DAAB Member” with “DAAB member” and all instances of “DAAB Members” with “DAAB members”. In the second-last paragraph on page 47 replace “be one of the two alternative example forms included at the end of this publication (in the section “Sample Forms”)", as appropriate to the arrangement adopted” with: “is the example form included at the end of this publication (in the section “Forms”)”.</p> <p>In the last paragraph on page 47 replace “both forms of the DAAB Agreement incorporate” with “the form of the DAAB Agreement incorporates”.</p> <p>In the last paragraph on page 47 replace “<i>General Conditions of Dispute Avoidance/Adjudication Agreement</i>” with “<i>General Conditions of DAAB Agreement</i>”.</p> <p>In the Example provisions on page 49, second paragraph replace “<i>General Conditions of Dispute Avoidance/Adjudication Agreement</i>” with “<i>General Conditions of DAAB Agreement</i>”.</p> |
| Page 48 | Guidance for Sub-Clause 21.1 | <p>On page 48, delete the paragraph with opening words “If the Parties cannot agree on any DAAB Member ...” and replace with the following:</p> <p>“If the Parties cannot agree on any DAAB Member, or replacement, or cannot agree the terms of the DAAB Agreement with any prospective DAAB Member or replacement, Sub-Clause 21.2 [<i>Failure to Appoint DAAB Member(s)</i>] applies. Therefore, unless otherwise agreed by the Parties, the selection and appointment of the DAAB Member(s) will be made by the President of FIDIC or a person appointed by the President.</p> <p>FIDIC is very knowledgeable about the nature and purpose of a DAAB and is an impartial entity to make such appointments, in circumstances where it has not been possible to appoint the DAAB member or replacement member by the agreement of the Parties.</p> <p>FIDIC has its appointment rules and maintains a list of approved and experienced adjudicators for this specific purpose: <i>The FIDIC President's List of Approved Dispute Adjudicators</i>. This list is available to access on FIDIC's website at fidic.org”.</p> |
| Page 48 | Guidance for Sub-Clause 21.1 | <p>On page 48, in the second-last paragraph, delete “+ 84 days to submit detailed particulars for the Claim under Sub-Clause 20.2.4 [<i>Fully detailed Claim</i>]” and replace with the following:</p> <p>“ + 56 days to submit detailed particulars for the Claim under Sub-Clause 20.2.4 [<i>Fully detailed Claim</i>] (the period of “84 days” stated in sub-paragraph (i) of Sub-Clause 20.2.4 is measured from the date that “<i>the claiming Party became aware, or should have become aware of, the event or circumstance</i>” which date, in this instance, will be the date of termination. Therefore, the period of 56 days here takes account of the above 28-day period for giving a Notice of Claim)</p> <p>+ 28 days to allow for the Engineer to ask for further particulars in respect of the Claim, or for the Parties to agree a longer period for the Engineer's agreement/determination of the Claim than that allowed under Sub-Clause 3.7 [<i>Agreement or Determination</i>] as referred to under Sub-Clause 20.2.5 [<i>Agreement or determination of the Claim</i>]”.</p> |

Page 50 Example Mediation Rules Delete the first paragraph and replace with the following:
“If the Parties are unable to agree on the choice of an independent and impartial mediator, or if the chosen mediator is unable or unwilling to act, then unless otherwise agreed by the Parties, either or both Parties may apply to the President of FIDIC or a person appointed by the President, to appoint a mediator.”.

Delete the second-last paragraph and replace with the following:
“Each Party shall be responsible for paying one-half of the remuneration of the mediator (and, if the mediator has been appointed by the President of FIDIC or a person appointed by the President, the remuneration of the appointing official).”.

Advisory Notes to Users of FIDIC Contracts Where the Project Uses Building Information Modelling Systems

Pages 53-55 Advisory Notes to Users of FIDIC Contracts Where the Project Uses Building Information Modelling Systems is replaced in its entirety.

Annexes FORMS OF SECURITIES

Title page of last section “Forms”: On the right-hand side, replace “Dispute Adjudication/Avoidance Agreement” with “DAAB Agreement”.

In the text under the main title, replace “Dispute Adjudication Avoidance Agreement” with “DAAB Agreement”.

Form of LETTER OF ACCEPTANCE

Page ii At the end of the third paragraph under the following:
“ _____ ”
[*currency and amount in words*],
add “which amount includes the Provisional Sums (if any).”.

Form of DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT

Page iv Replace heading “DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT” with “DAAB AGREEMENT”

Page v In sub-paragraph (b) of clause 1:
- replace “General Conditions of Dispute Avoidance/Adjudication Agreement” with “General Conditions of DAAB Agreement”; and
- after “Second Edition 2017” add “, reprinted 2022 with amendments”.