



Fédération Internationale des Ingénieurs-Conseils
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Amendments to the **FIDIC Conditions of Contract**

FOR EPC/TURNKEY PROJECTS,
SECOND EDITION 2017

ISBN 978-2-88432-083-2



Amendments to the FIDIC Conditions of Contract for EPC/Turnkey Projects, Second Edition 2017

[ISBN 978-2-88432-083-2]

Following publication in 2017 of the Second Edition of the Conditions of Contract for EPC/Turnkey Projects [ISBN 978-2-88432-083-2], 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 EPC/Turnkey Projects, Second Edition 2017, [ISBN 978-2-88432-083-2].

Amendments Issue No.1 – December 2018

ERRATA to the FIDIC Conditions of Contract for EPC/Turnkey Projects, Second Edition 2017

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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.

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 [<i>Advance Payment Guarantee</i>] (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 [<i>Arbitration</i>]” with “Clause 21 [<i>Disputes and Arbitration</i>]”.
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 [<i>Contractor’s General Obligations</i>], 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”.

Amendments Issue No.2 – June 2019

Errata to the FIDIC Conditions of Contract for for EPC/Turnkey Projects, Second Edition 2017

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GENERAL CONDITIONS

Page 78 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 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 82 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 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...”

Amendments Issue No.3 – November 2022

Amendments to the FIDIC Conditions of Contract for for EPC/Turnkey Projects, Second Edition 2017

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The following amendments are made to the FIDIC Conditions of Contract for EPC/Turnkey Projects, Second Edition 2017, effective as of 1 January 2023.

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

GENERAL CONDITIONS

Title page 1:		On the right-hand side, replace “Dispute Adjudication/Avoidance Agreement” with “DAAB Agreement”.
Page 1	Sub-Clause 1.1.3:	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 3.5 [<i>Agreement or Determination</i>])”.
Page 1	Sub-Clause 1.1.6:	On the second line replace “as amended by” with “and”.
Page 2	Sub-Clause 1.1.20:	On the fifth/sixth line replace “Dispute Avoidance/Adjudication Agreement” with “DAAB Agreement”.
Page 3	Sub-Clause 1.1.26:	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 3.5 [<i>Agreement or Determination</i>]; (b) the Employer’s Representative’s determination under Sub-Clause 3.5.2 [<i>Employer’s Representative’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 3.5.3 [<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 3.5.5 [<i>Dissatisfaction with Employer’s Representative’s determination</i>].”.
Page 4	Sub-Clause 1.1.33:	On the first line add “exceptional” before “event or circumstance”.
Page 4	Sub-Clause 1.1.38:	Replace the text of this definition with: “ General Conditions ” means this document entitled “General Conditions”, as published by FIDIC.”.
Page 6	Sub-Clause 1.1.74:	On the second/third lines replace “in accordance with the Special Provisions” with “under Clause 12 [<i>Tests after Completion</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:	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”. On the first line of the last paragraph, replace “an ambiguity” with “a conflict, ambiguity”. On the second line of the last paragraph, replace “the ambiguity” with “the conflict, ambiguity”.

Page 17	Sub-Clause 3.5:	<p>Replace the second paragraph with:</p> <p>“Whenever these Conditions provide that the Employer’s Representative shall proceed under this Sub-Clause 3.5 to agree or determine either:</p> <p>(a) any matter, as provided for in Sub-Clauses 11.2, 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 3.5.3 [<i>Time limits</i>]; or</p> <p>(b) any Claim,</p> <p>the following procedure shall apply:”.</p>
Page 18, 19	Sub-Clause 3.5.3:	<p>On the first line of sub-paragraph (a) replace “(not a Claim)” with “under sub-paragraph (a) of Sub-Clause 3.5 [<i>Agreement or Determination</i>]”.</p> <p>On the first line of the last paragraph, delete “agreement or”.</p> <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 3.5 [<i>Agreement or Determination</i>]”.</p>
Page 21	Sub-Clause 4.2.1:	<p>On the fourth line of the last paragraph, after “increase or decrease of the Contract Price”, add “in one currency”.</p> <p>On the third line of the last paragraph, after “the Contract Price stated in the Contract Agreement”, add “in that currency”.</p>
Page 46	Sub-Clause 8.3:	<p>On the first and second lines of the last paragraph, replace “the Programme” with “any programme”.</p>
Page 47	Sub-Clause 8.5:	<p>Replace the second-last paragraph with “When agreeing or determining each EOT, the Employer’s Representative shall review previous agreements and determinations of EOT under Sub-Clause 3.5 [<i>Agreement or Determination</i>] and may increase, but shall not decrease, the total EOT.”</p>
Page 51	Sub-Clause 9.4:	<p>On the first line of sub-paragraph (a), replace “order” with “instruct”.</p>
Page 52	Sub-Clause 10.1:	<p>On the third line of sub-paragraph (b), after “sub-paragraph (a)”, add “or sub-paragraph (b)(i) (as the case may be)”.</p> <p>On the second line of sub-paragraph (c), replace “provisional” with “final”.</p>
Page 54	Sub-Clause 11.3:	<p>On the fourth line of sub-paragraph (a), replace “matters” with “causes”.</p>
Page 62	Sub-Clause 13.3.1:	<p>In sub-paragraph (c), the text of the paragraph starting with “this cost may be included in the Contractor’s proposal...” should be indented so as to be clear that it is part of sub-paragraph (c).</p> <p>“(c) the Contractor’s proposal for adjustment to the Contract Price, with supporting particulars. Whenever the omission of any work forms part (or all) of a Variation, and if:</p> <ul style="list-style-type: none"> • the Contractor has incurred or will incur cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Contract Price stated in the Contract Agreement; and • the omission of the work has resulted or will result in this sum not forming part of the Contract Price <p>→ this cost may be included in the Contractor’s proposal (and, if so, shall be clearly identified). If the Parties have agreed to the omission of any work which is to be carried out by others, the Contractor’s proposal may also include the amount of any loss of profit and other losses and damages suffered (or to be suffered) by the Contractor as a result of the omission.”</p>

The text of the last three paragraphs should not be indented so as to be clear that these paragraphs are not part of sub-paragraph (b):

(b)	<p>giving reasons why the Contractor cannot comply (if this is the case), by reference to the matters described in sub-paragraphs (a) to (e) of Sub-Clause 13.1 [<i>Right to Vary</i>].</p> <p>If the Contractor submits a proposal, the Employer shall, as soon as practicable after receiving it, respond by giving a Notice to the Contractor stating the Employer's consent or otherwise. The Contractor shall not delay any work whilst awaiting a response.</p> <p>If the Employer gives consent to the proposal, with or without comments, the Employer shall then instruct the Variation. Thereafter, the Contractor shall submit any further particulars that the Employer may reasonably require and the third paragraph of Sub-Clause 13.3.1 [<i>Variation by Instruction</i>] shall apply.</p> <p>If the Employer does not give consent to the proposal, with or without comments, and if the Contractor has incurred Cost as a result of submitting it, the Contractor shall be entitled subject to Sub-Clause 20.2 [<i>Claims For Payment and/or EOT</i>] to payment of such Cost.</p>
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The text of the last portion of the first paragraph and the second paragraph should not be indented so as to clarify that they are not part of sub-paragraph (b):

(ii)	<p>actual progress is found by the Employer to differ from that on which the Schedule of Payments was based,</p> <p>then the Employer's Representative may proceed under Sub-Clause 3.5 [<i>Agreement or Determination</i>] to agree or determine revised instalments (and, for the purpose of Sub-Clause 3.5.3 [<i>Time limits</i>], the date when the difference under sub-paragraph (ii) above was found by the Employer shall be the date of commencement of the time limit for agreement under Sub-Clause 3.5.3). Such revised instalments shall take account of the extent to which progress differs from that on which the Schedule of Payments was based.</p> <p>If the Contract does not include a Schedule of Payments, the Contractor shall submit non-binding estimates of the payments which the Contractor expects to become due during each period of 3 months. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at intervals of 3 months, until the issue of the Taking-Over Certificate for the Works.</p>
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Indent the three bullet points so that it is clear that they are part of sub-paragraph (iii).

“(iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Employer together with:

(iii)	<ul style="list-style-type: none"> • evidence of payment of freight and insurance; • any other documents reasonably required by the Employer; and • a written undertaking by the Contractor that the Contractor will deliver to the Employer (prior to submitting the next Statement) a bank guarantee in a form and issued by an entity to which the Employer gives consent (but such consent shall not relieve the Contractor from any obligation in the following provisions of this sub-paragraph), in amounts and currencies equal to the amount due under this Sub-Clause. This guarantee shall be in a similar form to the form described in Sub-Clause 14.2.1 [<i>Advance Payment Guarantee</i>] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration;”
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Page 73	Sub-Clause 14.9:	<p>In sub-paragraph (b), delete “for”.</p> <p>On the first line of the third paragraph after “interim payment”, add “or the Final Payment (as the case may be)”.</p>
Page 76	Sub-Clause 14.13:	<p>Replace the last paragraph with “If the Contractor has not submitted a discharge under Sub-Clause 14.12 [<i>Discharge</i>] but has either:</p> <p>(i) submitted a Partially Agreed Final Statement under Sub-Clause 14.11.2 [<i>Agreed Final Statement</i>]; or</p> <p>(ii) not done so but, to the extent that a draft final Statement submitted by the Contractor is deemed by the Employer to be a Partially Agreed Final Statement,</p> <p>the Employer shall proceed in accordance with Sub-Clause 14.6 [<i>Interim Payments</i>] and Sub-Clause 14.7 [<i>Payment</i>] to make an interim payment to the Contractor.”.</p>
Page 79	Sub-Clause 15.2.3:	<p>On the second line of sub-paragraph (a), replace “this Sub-Clause” with “Sub-Clause 15.2.2 [<i>Termination</i>]”.</p>
Page 84	Sub-Clause 17.1:	<p>On the fifth line of the first paragraph, after “the issue” add “(or deemed issue)”.</p>
Page 85	Sub-Clause 17.2:	<p>Replace the text of sub-paragraph (e) in its entirety with “any Exceptional Event; and/or”.</p> <p>In sub-paragraph (f), after “any act or default of” add “the Employer,”.</p> <p>In the second-last paragraph:</p> <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>]”. <p>In the last paragraph:</p> <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 87	Sub-Clause 18.1:	<p>On the first line before “event”, add “exceptional”.</p>
Page 91	Sub-Clause 19.2.3:	<p>On the fifth line of sub-paragraph (b), delete “or Part”.</p>
Page 93	Sub-Clause 20.1:	<p>On the fourth line of sub-paragraph (c), delete “determination”.</p> <p>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”.</p>
Page 94	Sub-Clause 20.2.2:	<p>On the fourth line of the last paragraph replace “[<i>Fully detailed claim</i>]” with “[<i>Fully detailed Claim</i>]”.</p>
Page 95	Sub-Clause 20.2.4:	<p>On the fourth line of the second-last paragraph replace “fully detailed claim shall include” with “fully detailed Claim shall be supplemented with”.</p>
Page 95	Sub-Clause 20.2.5:	<p>On the sixth line of the second paragraph replace “fully detailed claim” with “fully detailed Claim”.</p>
Page 98	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>

In the first paragraph delete the text that follows sub-paragraph (d) and replace with the following:

“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:

- appoint the member(s) of the DAAB or the replacement; and
- set the terms of the appointment, including the amounts of the monthly fee and the daily fee for each member or replacement.

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.

This appointment and its terms shall be final and conclusive.”.

On the second line of the last paragraph delete “entity or”.

Page 99 Sub-Clause 21.4:

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:

“In addition to the situation described in the definition of Dispute under Sub-Clause 1.1.26 above, a Dispute shall be deemed to have arisen if:

- (a) there is a non-payment as referred to under sub-paragraph (b) of Sub-Clause 16.2.1 [*Notice*];
- (b) the Contractor is entitled to receive financing charges under Sub-Clause 14.8 [*Delayed Payment*] but does not receive payment thereof from the Employer within 28 days after his request for such payment; or
- (c) a Party has given:
 - (i) a Notice of intention to terminate the Contract under Sub-Clause 15.2.1 [*Notice*] or Sub-Clause 16.2.1 [*Notice*] (as the case may be); or
 - (ii) a Notice of termination under Sub-Clause 15.2.2 [*Termination*], Sub-Clause 16.2.2 [*Termination*], Sub-Clause 18.5 [*Optional Termination*] or Sub-Clause 18.6 [*Release from Performance under the Law*] (as the case may be);and the other Party has disagreed with the first Party’s entitlement to give such Notice;

which Dispute may be referred by either Party under this Sub-Clause 21.4 without the need for a NOD (and Sub-Clause 3.5 [*Agreement or 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 99 Sub-Clause 21.4.1:

In sub-paragraph (a) replace “if Sub-Clause 3.5 [*Agreement or Determination*] applied to the subject matter of the Dispute” with “subject to sub-paragraph (ii) of Sub-Clause 3.5.3 [*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 103 Clause 1: Replace the Sub-Clause numbering for the last five definitions with “1.4” to “1.8”, respectively.

Page 103 Sub-Clause 1.1: Replace “General Conditions of Dispute Avoidance/Adjudication Agreement”, in the two instances, with “General Conditions of DAAB Agreement”.

Page 105 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 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,

Page 108 Sub-Clause 9.1: Replace sub-paragraphs (b)(iv) and (b)(v) in their entirety with 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 video conference calls, if any, and internet access)” with “internet access”.

Page 108 Sub-Clause 9.2: On the second-last and last lines, delete “(or, under the Contract, deemed to have been signed)”.

Page 108 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 [*Failure to Appoint DAAB Member(s)*] of the Conditions of Contract.”.

Page 109 Sub-Clause 9.6: In the first paragraph replace the numbering of the third sub-paragraph from “b” to “c”.

Page 109 Sub-Clause 9.7: In sub-paragraph (b), before “resign”, add “without prejudice to his/her other rights or remedies,”.

Page 110	Sub-Clause 10.2:	On the fourth line, replace “notice” with “Notification”.
Page 110	Sub-Clause 11.1:	On the fourth line, delete “Objection Procedure”. On the fourth and fifth lines, delete “Challenge Procedure”.
Page 111	Clause 12:	Delete “2017”, delete “and Article 30”, and delete “at Appendix VI”.

ANNEX – DAAB PROCEDURAL RULES

Page 112	Rule 2.1:	On the fourth and fifth lines, replace “by telephone or by video conference” with “online”.
Page 112	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 112	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 112	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 113	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 113	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 114	Rule 5.1:	On the second line, replace “DAA Agreement” with “DAAB Agreement”.
Page 116	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):

<p>(d) if a DAAB Member fails to:</p> <ul style="list-style-type: none"> (i) attend a hearing (if any) or a DAAB Members’ meeting; or (ii) fulfil any required function (other than agreeing to a unanimous decision) <p>the Other Members shall nevertheless proceed to make a decision, unless:</p> <ul style="list-style-type: none"> • such failure has been caused by exceptional circumstances, of which the Other Members and the Parties have received a Notification from the DAAB Member; • the DAAB Member has suspended his services under sub-paragraph (a) of Sub-Clause 9.7 of the GCs; or

- Page 117 Rule 9: In the heading of this Rule, replace “DAA Agreement” with “DAAB Agreement”.
- Page 117 Rules 9.1 and 9.2: On the first line, replace “DAA Agreement” with “DAAB Agreement”.
- Page 117 Rule 10: Replace the heading “**Challenge Procedure**” with “**Objection Procedure**”.

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 “1.1.77” with “1.1.76”.

Page 3 The second and third columns for Sub-Clause 2.1 to be replaced with:
 “after the Contract comes into full force and effect, the Contractor shall be given right of access to, and possession of:
(tick the relevant box)

- all of the Site
- parts of the Site as follows: _____ days
- part:.....
- part:..... _____ days
- part:..... _____ days
-” _____ days

Page 5 In the entry for Sub-Clause 14.2 delete “the final Contract Price” and replace with “Contract Price stated in the Contract Agreement”.

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

- 14.2.3(a) minimum amount of interim payments to commence repayment of the Advance Payment (as a percentage of the Contract Price stated in the Contract Agreement) _____ %
- 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)”.
 In the entry for 19.2.1(iv) delete “list of Exceptional Risks” and replace with “list of risks arising from Exceptional Events”.

Page 7 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 EPC/Turnkey Projects” 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 16	EXAMPLE New Definition	Replace “B 1.1.’n” with “1.1.x”.
Pages 28-29	Additional Sub-Clause Milestones	On pages 28 and 29 in the EXAMPLE PROVISIONS FOR MILESTONES: - on the fourth and fifth lines 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 on page 29 replace the numbering of the fourth sub-paragraph with “(iv)”.
Page 35	Guidance for Sub-Clause 8.3	In the first paragraph replace “preferable to” with: “preferred by”.
Page 49	Guidance for Sub-Clause 20.1	On page 49 in the last bullet-point after “that does not involve” add “additional”.
Pages 50-52	Guidance for Sub-Clause 21.1	On pages 50 to 51, replace all instances of “DAAB Member” with “DAAB member” and all instances of “DAAB Members” with “DAAB members”.

In the sixth paragraph on page 50 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)””.

In the seventh paragraph on page 50 replace “both forms of the DAAB Agreement incorporate” with “the form of the DAAB Agreement incorporates”.

In the seventh paragraph on page 50 replace “*General Conditions of Dispute Avoidance/Adjudication Agreement*” with “*General Conditions of DAAB Agreement*”.

On page 51, delete the paragraph with “If the Parties cannot agree on any DAAB Member...” and replace with the following:

“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 [*Failure to Appoint DAAB Member(s)*] 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.

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.

FIDIC has its appointment rules and maintains a list of approved and experienced adjudicators for this specific purpose: *The FIDIC President’s List of Approved Dispute Adjudicators*. This list is available to access on FIDIC’s website at fidic.org”.

On page 51, in the second-last paragraph, delete “+ 84 days to submit detailed particulars for the Claim under Sub-Clause 20.2.4 [*Fully detailed Claim*]” and replace with the following:

+ 56 days to submit detailed particulars for the Claim under Sub-Clause 20.2.4 [*Fully detailed Claim*] (the period of “84 days” stated in sub-paragraph (i) of Sub-Clause 20.2.4 is measured from the date that “*the claiming Party became aware, or should have become aware of, the event or circumstance*” 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)

+ 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 [*Agreement or Determination*] as referred to under Sub-Clause 20.2.5 [*Agreement or determination of the Claim*]”.

In the Example provisions on page 52, second paragraph replace “*General Conditions of Dispute Avoidance/Adjudication Agreement*” with “*General Conditions of DAAB Agreement*”.

Page 53 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

Page 56 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 CONTRACT AGREEMENT

Page ii At the end of the second paragraph of the following:

“ _____ ” [*currency and amounts in words*],

add “which price 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,".