ADDENDUM


Amendment required

Pg ii Add A licensed electronic version is available to those wishing to prepare multiple copies of contracts. For details, e-mail sales@icheme.org.uk or telephone +44 1788 578214. This publication is protected by copyright and may not be photocopied.

Agreement. Paragraph 12 should read:

The seat of any arbitration proceedings under Clause 48 shall be [name]

Cl.1 Amend the following definitions to read:

‘Acceptance Certificate’ has the meaning set out in Sub-clause 36.3 and ‘Acceptance’, ‘Accept’ and ‘Accepted’ shall be construed accordingly.

‘Documentation’ means any relevant documents in paper or electronic form, including drawings, technical software, images, designs, manuals or records.

16.7 Replace 16.7(f) with the following:

‘involve the employment or use of resources beyond the current capacity of the Contractor where he can demonstrate that such resources are unavailable to him or cannot reasonably be obtained.’

16.9 Replace with following sub-clause:

‘If a disagreement arises between the Project Manager and the Contractor about any cost incurred by the Contractor pursuant to this Clause or Clause 17 (Contractor’s Variations) or any modification to the obligations of the Contractor necessary to incorporate any Variation into the Works or the Approved Programme, the dispute may be referred to an Expert in accordance with Clause 47 (Reference to an Expert).’

19.2 Line 2, replace ‘and’ with ‘or’

20.3 Line 4 should read ‘otherwise than for the design, construction, operation, repair or maintenance….’

24.1 Delete ‘(if any)’

31.5 Line 1 should read:

‘Before the Contractor starts work on the Site each party shall provide the other with…’

33.2 Delete from line 1 ‘any part of’

33.5 Delete from line 1 ‘any part of’

Sch.2 First line of paragraph headed Final Documentation and Manuals. Change ‘Sub-clause 21.8’ to ‘Sub-clause 21.9’

GN P First paragraph line 3 should read ‘consequential loss’ are invariably a feature of contracts in the process plant sector. The primary reason is one of scale: the Purchaser’s capital investment, production costs and frequently turnover in the industry….etc

GN S Under check list (a) to (y) on page 84 add ‘At this stage a final safety review prior to start-up should be carried out.’