

Amendment to the IChemE Form of Contract for Engineering, Procurement and Construction Management Contract (EPCM), The Blue Book, First edition, 2023 including all Reprints

IChemE has amended the IChemE Blue Book (1st Edition) from the date of this amendment as set out below

12. Times of completion and Approved Programme

Replace 12.8 with:

- 12.8 Without prejudice to Sub-clause 12.5, if the **EPCM Contractor** or **Purchaser's Representative** decide that progress by any **Contractor** in carrying out parts of the **Works** is likely to prejudice the **EPCM Contractor's** ability to complete the **Services** or is likely to prejudice the completion of the **Works**, in accordance with Sub-clause 12.1, and that this is not due to a cause for which the **EPCM Contractor** is responsible, the **Purchaser's Representative** may give notice to that effect to the **EPCM Contractor**. Following such notice, the **EPCM Contractor** and the **Purchaser's Representative** shall discuss and agree a course of action to remedy the potential delay, and the **EPCM Contractor** shall use reasonable endeavours to implement the agreed course of action. In the absence of agreement, the **Purchaser's Representative** shall instruct the **EPCM Contractor** as to the actions to be taken and the **EPCM Contractor** shall use reasonable endeavours to implement the instructed course of action.

If the agreed course of action or the undertaking of any instructed action under this Sub-clause 12.8 causes any additional:

- (a) **Cost** then the **Contract Price** shall be adjusted accordingly; and
- (b) **Contractor's Cost** then the **Plant Budget** shall be adjusted accordingly.

Those who are planning to enter into a contract on or after the date of this amendment based on the IChemE Blue Book (1st Edition) should ensure that this amendment is expressly incorporated in the contract.

Dated: 12 September 2025