



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

Amendments to the **Conditions of Contract for Underground Works**

FIRST EDITION 2019

ISBN 978-2-88432-087-0

Amendments Issue No 1. – November 2023

LIST OF AMENDMENTS

The following amendments are made to the FIDIC Conditions of Contract for Underground Works, First Edition, 2019, [ISBN 978-2-88432-084-9] (the Emerald Book).

Page numbers and lines given below are references to page numbers and lines as they appear in the FIDIC Emerald Book, First Edition, 2019.

In addition, several minor typographical errors and layout irregularities that have also been corrected in the 2019 publication are not listed below.

As a result of the amendment made to Sub-Clause 1.1.21 as set out below, Sub-Clause 1.1.21 of the 2019 First Edition of the Emerald Book became Sub-Clause 1.1.56, and, therefore, Sub-Clauses number 1.1.22 to 1.1.56 had to be renumbered as 1.1.21 to 1.1.55 accordingly. Readers should note that the text of the amendment(s) made to these renumbered Sub-Clauses did not mention the new numbers intentionally and that the amended text of these Sub-Clauses should be read in conjunction with the respective new number.

Issue No.1 – November 2023

Cover page:	In the text under the main title, replace “Dispute Avoidance/Adjudication Agreement” with “DAAB Agreement”.
Title page 1:	On the right-hand side, replace “Dispute Adjudication/Avoidance Agreement” with “DAAB Agreement”.
	Delete 1.1.58 “Letter of Acceptance” – {unchanged}
12th unnumbered page	add 1.29 Date of Completion
13th unnumbered page	Correct mistake in title of 13.8 “and Contract Price” Correct formatting 20.2.4 “Fully detailed Claim”
14th unnumbered page	Typical Sequence of Principal Events During Contracts for Underground Works Revised wording of point 1 & spelling of “adjustment” 1. The Time for Completion is to be stated (in the Contract Data) as a number of days, to which is added any Extension of Time under Sub-Clause 8.5, and subtracted or added, as the case may be, any adjustment of Time for Completion under Sub-Clause 13.8. Correct SC reference 1.1.29 “Date of Completion”

GENERAL CONDITIONS

Page ii	4.10	Add comma after “Site Data” - “Use of Site Data, of the Geotechnical Baseline Report and of the Geotechnical Data Report”.
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 1.1.10:	On the second line replace “as amended by” with “and”.
Page 2	Sub-Clause 1.1.21:	Replace “Contractor’s Key Personnel” with “Key Personnel”. Sub-Clause 1.1.21 shall therefore become Sub-Clause 1.1.56, and Sub-Clauses number 1.1.22 to 1.1.56 shall be renumbered 1.1.21 to 1.1.55 accordingly.
Page 3	Sub-Clause 1.1.29:	On the fifth/sixth line replace “Dispute Avoidance/Adjudication Agreement” with “DAAB Agreement”.
Page 3	Sub-Clause 1.1.30:	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 1.1.35:	<p>Replace the text of this definition with:</p> <p>“Dispute” means any situation where:</p> <p>“(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>];</p> <p>(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:</p> <p style="padding-left: 40px;">(i) the Claim (or there was a deemed rejection under sub-paragraph (i) of Sub-Clause 3.7.3 [<i>Time limits</i>]); or</p> <p style="padding-left: 40px;">(ii) a Party’s assertion(s) in respect of the matter as the case may be; and</p> <p>(c) either Party has given a NOD under Sub-Clause 3.7.5 [<i>Dissatisfaction with Engineer’s determination</i>].”.</p>
Page 4	Sub-Clause 1.1.44:	On the first line of the first paragraph add “exceptional” before “event or circumstance”.
Page 5	Sub-Clause 1.1.50:	<p>Replace the text of this definition with:</p> <p>“General Conditions” means this document entitled “General Conditions”, as published by FIDIC.”</p>
Page 6	Sub-Clause 1.1.69:	Replace all text after “which is” on the second line by 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 1.1.97:	On the second/third lines replace “in accordance with the Special Provisions” with “under Clause 12 [<i>Tests after Completion</i>]”.
Page 9	Sub-Clause 1.2:	Delete items (k) and (l)
Page 10	Sub-Clause 1.3:	On the fifth line of the first paragraph, before “discharge,”, add “disagreement,”.
Page 11	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 12	Sub-Clause 1.9:	<p>Correct font and/or bold formatting of title.</p> <p>In the third paragraph, add:</p> <p>“and/or in the Geotechnical Baseline Report” after “Employer’s Requirements” in sub-paragraph (a)</p> <p>and amend first bullet point to read:</p> <ul style="list-style-type: none"> • when examining the Site, the Employer’s Requirements and/or the

Geotechnical Baseline Report before submitting the Tender; or

Replace the 5th paragraph with:

“If it is agreed or determined, under sub-paragraphs (a) and (b) above, that there is an error, fault or defect 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 15	Sub-Clause 1.15:	In the second paragraph at the end of the first sentence add “under” after “other than” and delete “under” in sub-paragraphs (i) to (iv).
Page 19	Sub-Clause 3.1:	In sub-paragraph (b) delete “shall be”.
Page 20	Sub-Clause 3.2.2:	Fourth paragraph – delete the complete second sentence “ In performing this task, the Engineer shallunder Sub-Clause 3.7.3”
Page 21	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 22	Sub-Clause 3.6:	On the second line of the last paragraph replace “an entity” with “a legal entity”.
Page 22	Sub-Clause 3.7:	Replace the second paragraph with: “Whenever these Conditions provide that the Engineer shall proceed under this Sub-Clause 3.7 to agree or determine either: (a) any matter, as provided for in Sub-Clauses 1.9, 4.7.3, 10.2, 11.2, 13.3.1, 13.5, 13.8.1, 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, the following procedure shall apply:”.
Page 23	Sub-Clause 3.7.3:	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>]”. On the first line of the last paragraph, delete “agreement or”. 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 26	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 28	Sub-Clause 4.4:	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 31	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 35	Sub-Clause 4.12:	In Paragraph 3 in the first line add “physical” before “conditions”: “However the impact on the progress and/or the Cost of any physical conditions that are described in.”
Page 42	Sub-Clause 5.1:	In the last paragraph add “and/or in the Geotechnical Baseline Report” after “Employer’s Requirements” in the fifth line and correct the reference to Sub-Clause 1.9 [<i>Errors in the Employer’s Requirements and/or in the Geotechnical Baseline Report</i>].
Page 54	Sub-Clause 8.2.1:	Correct reference from “Baseline Schedule” to “Schedule of Baselines”.
Page 54	Sub-Clause 8.3:	On the first and second lines of the last paragraph, replace “the Programme” with “any programme”.
Page 56	Sub-Clause 8.5:	Replace the third-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 61	Sub-Clause 9.4:	On the first line of sub-paragraph (a), replace “order” with “instruct”.
Page 62	Sub-Clause 10.1:	On the third line of sub-paragraph (b), after “sub-paragraph (a)”, add “or sub-paragraph (b)(i) (as the case may be)”.
		On the second line of sub-paragraph (c), replace “provisional” with “final”.
		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 63	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 64	Sub-Clause 10.4:	On the second line, replace “Part of the Works” with “Part”.
Page 65	Sub-Clause 11.3:	On the fourth line of sub-paragraph (a), replace “matters” with “causes”.
Page 72	Sub-Clause 13.2:	On the first line of sub-paragraph (ii), replace “third paragraph” with “fourth paragraph”.
Page 78	Sub-Clause 13.8.1:	<p>First paragraph replace “for the measurement” with “for measurement”.</p> <p>Delete the third paragraph and replace with the following:</p> <p>“The Engineer shall, within 7 days after receiving the measurement records from the Contractor, give a Notice to the Contractor:</p> <p>(i) of No-objection (which may include comments concerning minor matters which will not substantially affect the measurement); or</p> <p>(ii) that the measurement records fail (to the extent stated) to comply with the Contract, with reasons.</p> <p>If the Engineer gives no Notice within this period of 7 days, the Engineer shall be deemed to have given a Notice of No-objection to the measurement records.</p> <p>If, after receiving an Engineer’s Notice under this Sub-Clause, the Contractor disagrees with the Engineer’s amendments, the Contractor shall give a Notice within 14 days to the Engineer setting out the reasons why the Contractor considers the amended measurements are inaccurate. After receiving a Contractor’s Notice under this Sub-Clause, unless at that time such measurement is already subject to the third paragraph of Sub-Clause 13.3.1 [<i>Variation by Instruction</i>], the Engineer shall:</p> <ul style="list-style-type: none"> • proceed under Sub-Clause 3.7 [<i>Agreement or Determination</i>] to agree or determine the measurement; and • for the purpose of Sub-Clause 3.7.3 [<i>Time limit</i>], the date the Engineer receives the Contractor’s Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3). <p>Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates.”</p>
Page 81	Sub-Clause 14.3:	In item (i) change the reference in the last line from (x) to (xi).
Page 83	Sub-Clause 14.5:	On the first line of the second paragraph, replace ‘sub-paragraph (v)’ with “sub-paragraph (vi)”.
Page 86	Sub-Clause 14.9:	<p>In sub-paragraph (b), delete “for”.</p> <p>On the first line of the third paragraph, after “IPC”, add “, or the FPC (as the case may be)”.</p>
Page 89	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 Engineer to be a Partially Agreed Final Statement,</p> <p>the Engineer shall proceed in accordance with Sub-Clause 14.6 [<i>Issue of IPC</i>] to issue an IPC.”.</p>
Page 92	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 95	Sub-Clause 16.1:	<p>The sentence “and such failure constitutes a material breach of the Employer’s obligations under the Contract” following sub-paragraph (d) should not be indented so as to be clear that it is part of sub-paragraph (d).</p> <p>“(d) the Employer fails to comply with:</p> <ul style="list-style-type: none"> (i) a binding agreement, or final and binding determination under Sub-Clause 3.7 [<i>Agreement or Determination</i>]; or (ii) a decision of the DAAB under 21.4 [<i>Obtaining DAAB’s Decision</i>] (whether binding or final and binding) <p>and such failure constitutes a material breach of the Employer’s obligations under the Contract,</p> <p>the Contractor may, not less than 21 days after...”</p>
Page 97	Sub-Clause 17.1:	<p>On the fourth line of the first paragraph, after “the issue” add “(or deemed issue)”.</p>
Page 98	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 100	Sub-Clause 18.1:	<p>On the first line before “event” add “exceptional”.</p>
Page 106	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 107	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 108	Sub-Clause 20.2.4:	<p>Replace the entire text of the second paragraph with the following: “The Costs claimed under this Sub-Clause 20.2.4 and relating to Excavation and Lining Works shall be calculated by reference to the items of work and corresponding unit rates in the Bill of Quantities, to the extent that such items of work are comparable to those at issue in the Claim; the items of work shall be measured as stated under Sub-Clause 13.8.1 [<i>Responsibility for Measurement</i>]”.</p> <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 109	Sub-Clause 20.2.5:	<p>On the sixth line of the second paragraph replace “fully detailed claim” with “fully detailed Claim”.</p>

At the end of sub-paragraph (d) after “to do so,” add:

“, 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.”.

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”.

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 1.1.34 above, a Dispute shall be deemed to have arisen if:

- (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 [*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 3.7 [*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 113 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 117 Sub-Clause 1.1: Replace “General Conditions of Dispute Avoidance/Adjudication Agreement”, in the two instances, with “General Conditions of DAAB Agreement”.

Page 118 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);”.

Page 121 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 122 Sub-Clause 9.2: On the second-last and last lines, delete “(or, under the Contract, deemed to have been signed)”.

Page 122 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 123 Sub-Clause 9.6: In the first paragraph replace the numbering of the third sub-paragraph from “b” to “c”.

Page 123 Sub-Clause 9.6(c): Correct the reference to Sub-Clause [*Delayed Payments*] to 14.8.

Page 123 Sub-Clause 9.7: In sub-paragraph (b), before “resign”, add “without prejudice to his/her other rights or remedies,”.

Page 124 Sub-Clause 10.2: On the fourth line, replace “notice” with “Notification”.

Page 124 Sub-Clause 11.1: On the second line, delete the text:

“, or in the case of a three-member DAAB the Other Members jointly,”.

On the fourth line, delete “Objection Procedure”.

On the fourth and fifth lines, delete “Challenge Procedure”.

Page 125 Clause 12: Delete “2017”, delete “and Article 30”, and delete “at Appendix VI”.

APPENDIX – DAAB PROCEDURAL RULES

Page 126	Rule 2.1:	On the fourth and fifth lines, replace “by telephone or by video conference” with “online”.
Page 126	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 126	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 126	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 127	Rule 3.6:	On the first line of sub-paragraph (a), replace “by telephone or videoconference (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 127	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 130	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): (d) if a DAAB Member fails to: <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) <div style="margin-left: 20px;"> <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 • otherwise agreed by the Parties in writing. </div>

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS

Title page	On the right-hand side, replace “Dispute Adjudication/Avoidance Agreement” with “DAAB Agreement”.
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Particular Conditions Part A – Contract Data

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”.
Page 4		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) <input type="checkbox"/> all of the Site _____ days <input type="checkbox"/> parts of the Site as follows: part:..... _____ days part:..... _____ days part:..... _____ days”
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 5	14.7(b)(i)	replace Sub-Clause 14.6 [<i>Interim Payment</i>] with Sub-Clause 14.6 [<i>Issue of IPC</i>]
Page 5	14.7(b)(ii)	replace Sub-Clause 14.13 [<i>Interim Payment</i>] with Sub-Clause 14.13 [<i>Issue of FPC</i>]
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 third-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 Underground Works”, First Edition 2019, reprinted 2023 with amendments, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), in joint endeavour with the International Tunnelling and Underground Space Association (ITA-AITES), 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.”.
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For changes in the numbering of the definitions please refer to the textbox on page 1 of this document.

Page 13	List of clauses which refer to Employer's Requirements	Add 1.16 (Contract Risk Register & ...); 4.7 (Setting Out); 4.17 (Contractor's Equipment);
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NOTES ON THE PREPARATION OF SPECIAL PROVISIONS

Page 16	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".
Page 21	Guidance for Sub-Clause 3.1	In the second line replace "FIDIC Clients/Consultants" by FIDIC Client/Consultant.
Page 34	Guidance for Sub-Clause 8.3	On the first line of the first paragraph replace "preferable to" with: "preferred by".
Page 49	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 50	Guidance for Sub-Clause 20.1	Delete "or the execution of the Works" in the second line. In the last bullet-point after "that does not involve" add "additional".
Page 50 to 52	Guidance for Sub-Clause 21.1	On pages 50 to 52, replace all instances of "DAAB Member" with "DAAB member" and all instances of "DAAB Members" with "DAAB members". In the second paragraph on page 51 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 third paragraph on page 51 replace "both forms of the DAAB Agreement incorporate" with "the form of the DAAB Agreement incorporates". In the third paragraph on page 51 replace "General Conditions of Dispute Avoidance/Adjudication Agreement" with "General Conditions of DAAB Agreement". In the Example provisions on page 52, second paragraph replace "General Conditions of Dispute Avoidance/Adjudication Agreement" with "General Conditions of DAAB Agreement". On page 51, delete the paragraph with opening words "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 [<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.

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 52, in the first 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*]".

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 57 to 59 Advisory notes to users of FIDIC contracts where the project uses building information modelling systems is replaced in its entirety.

Guidance for the Preparation of Tender Documents and Annexes

Page 80 Sub-Clause 4.1.1.2 3rd para 1st line correct spelling "Schedule of Baselines"

Page 90 Sub-Clause 5.10 Add a space between 5.10 and Cross Passage.

EXAMPLE FORMS OF SCHEDULE OF BASELINES

Page 92 Example of Schedule of Baselines - EXCAVATION Correct first line of table – not Baseline Schedule EBT01, but "Schedule of Baselines EBT01"
Correct spelling of "Unit"
Check shades of grey /switch: light grey: Contractor, dark grey: Employer
Correct key dates according to the attached corrected Example of Schedule of Baselines - EXCAVATION

Page 93	Example of Schedule of Baselines - LINING	Correct first line of table – not Baseline Schedule EBT011, but “Schedule of Baselines EBT011” Correct spelling of “Unit” Check shades of grey/ switch: light grey: Contractor, dark grey: Employer Correct key dates according to the attached corrected Example of Schedule of Baselines - LINING
Page 94	Example of Completion Schedule	Correct key dates according to the attached corrected Example of Completion Schedule

Annexes FORMS

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”.
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Form of LETTER OF TENDER

Page i	At the end of the third paragraph under the following: “_____” [<i>currency and amount in words</i>], add “which amount includes the Provisional Sums (if any).”.
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Form of LETTER OF ACCEPTANCE

Page ii	At the end of the third paragraph under the following: “_____” [<i>currency and amount in words</i>], add “which amount includes the Provisional Sums (if any).”.
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Form of DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT

Page v	Replace heading “DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT” with “DAAB AGREEMENT”.
Pages vi	In sub-paragraph (b) of clause 1: replace “General Conditions of Dispute Avoidance/Adjudication Agreement” with “General Conditions of DAAB Agreement”;
Page vi	delete “for Construction Second Edition 2017” and replace with “for Underground Works First Edition 2019, reprinted 2023 with amendments,”.

Example Schedule of Baselines – EXCAVATION

Normal script = quantity estimated by the Employer

Underlined = contractually agreed - initially proposed by Contractor

Bold script: calculated

Italics = measurement

WD = Working Days

Schedule of Baselines EBT01						
WBS: Emerald Book Tunnel 1 Example			Annual production time (EXAMPLE)	in WD	313	
Working Phase: Excavation			Interruptions to production time			
Working time:	Shift/WD (EXAMPLE)	<u>2</u>	Winter Break per year (EXAMPLE)	in WD	<u>12</u>	
	hours/shift (EXAMPLE)	<u>9</u>	Summer Break per year (EXAMPLE)	in WD	<u>12</u>	
	WD/week (EXAMPLE)	<u>6</u>	Other interruptions per year (EXAMPLE)	in WD	<u>12</u>	
Work Category (EXAMPLE)	Unit (EXAMPLE)	Production rate, Unit per WD (EXAMPLE)	Estimation	Calculus	Valuation	
			Quantity (EXAMPLE)	Time WD (EXAMPLE)	Measured Quantity	Adjusted time
Tunnel Cross Section						
Excavation section 1 (see GBR drawing XX)		m	<u>10.00</u>	500.00	50.00	
Excavation section 2 (see GBR drawing YY)		m	<u>1.00</u>	500.00	500.00	
Total				1000.00	550.00	
Total					550.00	
Hindrances due to (EXAMPLES):						
- Excavation of niches in Tunnel 1 (see GBR drawing ZZ)		piece	<u>0.50</u>	5.00	10.00	
- Reduction of round length, instructed by the Engineer						
Reduction from 4m to 3m in SS 1		m	<u>8.00</u>	20.00	2.50	
Reduction from 2m to 1m in SS 2		m	<u>4.00</u>	20.00	5.00	
- Geological overbreaks						
Mucking of geological overbreak		m3	<u>500.00</u>	50.00	0.10	
Filling with Shotcrete		m3	<u>180.00</u>	50.00	0.28	
- Other hindrances (SPECIFY)			[production rate]	[quantity]	[WD]	
Interruptions for (EXAMPLES):						
- Drilling probe holes at face, SS1		m	<u>100.00</u>	0	0	
- Drilling probe holes at face, SS2		m	<u>50.00</u>	0	0	
- Other interruptions (SPECIFY)		[unit]	[production rate]	[quantity]	[WD]	
- Interruptions due to Employer or outside GBR conditions		Team hours		20.00	1.11	
Hindrances resulting from water seepage in face area L1						
Reduction factor (EXAMPLE)	Reduction factor (EXAMPLE)	Team hours				
5 - 10 l/s	<u>1</u>	h		100.00	5.56	
10.1 - 30 l/s	<u>1</u>	h		50.00	2.78	
other quantity (SPECIFY)		h		[quantity]	[WD]	
Total Interruptions and hindrances during production time					27.32	
Interruptions to production time:						
- Winter Break		WD		12	24	
- Summer Break		WD		12	24	
- Other interruptions		WD		4	8	
Total Interruptions to production time (WD):					56.0	
Total Interruptions (WD):					83.3	
Total Working phase (WD):					633.3	
Total Working phase on the critical path (Calendar days):					738.5	
Duration excavation time			month		24.3	
			week		105.5	
			year		2.0	
Difference between construction time for valuation purposes and planned time			WD			
			week			
Milestones (EXAMPLES):		Start date, Excavation Tunnel 1:			5/01/2019	
		Completion date, Excavation Tunnel 1:			5/08/2021	

Example Schedule of Baselines – LINING

Normal script = quantity estimated by the Employer

Underlined = contractually agreed - initially proposed by Contractor

Bold script: calculated

Italics = measurement

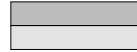
WD = Working Days

Schedule of Baselines EBT011						
WBS: Emerald Book Tunnel 1 Example			Annual production time (EXAMPLE)	in WD	<u>365</u>	
Working Phase:	Lining		Interruptions to production time			
Working time:	Shift/WD (EXAMPLE)	<u>3</u>	Winter Break per year (EXAMPLE)	in WD	<u>12</u>	
	hours/shift (EXAMPLE)	<u>8</u>	Summer Break per year (EXAMPLE)	in WD	<u>12</u>	
	WD/week (EXAMPLE)	<u>7</u>	Other interruptions per year (EXAMPLE)	in WD	<u>18</u>	
Work Category (EXAMPLE)	Unit (EXAMPLE)	Production rate, Unit per WD (EXAMPLE)	Estimation	Calculus	Valuation	
			Quantity (EXAMPLE)	Time WD (EXAMPLE)	Measured Quantity	Adjusted time
Tunnel Cross Section						
Lining section 1 (see GBR drawing XX)	m	<u>12.00</u>	500.00	41.67		
Lining section 2 (see GBR drawing YY)	m	<u>6.00</u>	500.00	83.33		
Total			1000.00	125.00		
Total						
Hindrances due to (EXAMPLES):						
- Lining of niches in Tunnel 1 (see GBR drawing ZZ)	piece	<u>0.25</u>	5.00	20.00		
- Other hindrances (SPECIFY)	[unit]	[production rate]	[quantity]	[WD]		
Interruptions for (EXAMPLES):						
- Survey by Employer	day	<u>1.00</u>	5.00	0		
- Other interruptions (SPECIFY)	[unit]	[production rate]	[quantity]	[WD]		
- Interruptions due to Employer or outside GBR conditions	Team hours		20.00	0.83		
Total Interruptions and hindrances during production time				25.83		
Interruptions to production time:						
- Winter Break	WD		<u>12</u>	0		
- Summer Break	WD		<u>12</u>	12		
- Other interruptions	WD		<u>18</u>	9		
Total Interruptions to production time (WD):				21.0		
Total Interruptions (WD):				46.8		
Total Working phase (WD):				171.8		
Total Working phase on the critical path (Calendar days):				171.8		
Duration lining time			month	5.6		
			week	24.5		
			year	0.5		
Difference between construction time for valuation purposes and planned time			WD			
			week			
Milestones (EXAMPLES):		Start date, Lining Tunnel 1:		5/09/2021		
		Completion date, Lining Tunnel 1:		10/27/2021		

Example Completion Schedule

Bold script = Requested by Employer

Underlined = contractually agreed - initially proposed by Contractor



WD = Working Days

WBS No. (EXAMPLE)	Milestone (EXAMPLE)	Schedule of Baselines (EXAMPLE)	Completion Schedule					
			Predecessor					
			Date (EXAMPLE)	WBS No. (EXAMPLE)	Schedule of Baselines (EXAMPLE)	Date (EXAMPLE)	Activity [d] (EXAMPLE)	Float [d] (EXAMPLE)
1.01	Commencement Date		5/01/2019	-	-	-	-	-
1.11	Start Excavation EBT 01	EBT01		<u>1.01</u>	-	5/01/2019		
1.12	End Excavation EBT 01	EBT01	<u>5/08/2021</u>	<u>1.11</u>	EBT01		<u>739</u>	
1.21	Start Lining EBT 01	EBT011	<u>5/09/2021</u>	<u>1.12</u>	EBT01	5/08/2021	<u>1</u>	-
1.22	End Lining EBT01	EBT011	<u>10/27/2021</u>	<u>1.21</u>	EBT011	5/09/2021	<u>172</u>	-
1.31	Start Electromechanical Equipment	-	<u>7/08/2021</u>	<u>1.21</u>	EBT011	5/09/2021	<u>60</u>	-
1.32	End Electromechanical Equipment	-	<u>5/27/2022</u>	<u>1.22</u>	EBT011	10/27/2021	<u>211</u>	-
1.32		-	<u>5/27/2022</u>	<u>1.31</u>	-	7/08/2021	<u>211</u>	112*
1.41	<u>End, Dismantling Site Installation</u>	-	<u>7/26/2022</u>	<u>1.32</u>	-	5/27/2022	<u>60</u>	-
1.02	<u>Completion Date proposed by Contractor and agreed</u>		<u>7/26/2022</u>	<u>1.41</u>	-	7/26/2022	-	-
1.02	Completion Date requested by Employer 1)		30/09/2022¹⁾					66**

¹⁾ Superseded by agreed Completion Date

* Contractor's Float

** Employer's Float