

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
			<p>shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.</p> <p>If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.</p> <p>If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly.</p> <p>39.2.5 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."</p> <p>Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.</p> <p>If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the <u>Expert Settlement Council (ESC)</u> in accordance with the provisions of GCC Sub-Clause <u>6.3.1</u>.</p>
		39.3	<p><b>Changes Originating from Contractor</b></p> <p>39.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.2.1.</p> <p>Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 39.2.4 and 39.2.5.</p>
40.	<b>Extension of Time for Completion</b>		
		40.1	<p>The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p>

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			<p>(a) any Change in the Facilities as provided in GCC Clause 39 (Change in the Facilities)</p> <p>(b) any occurrence of Force Majeure as provided in GCC Clause 37 (Force Majeure), unforeseen conditions as provided in GCC Clause 35 (Unforeseen Conditions), or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2</p> <p>(c) any suspension order given by the Employer under GCC Clause 41 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or</p> <p>(d) any changes in laws and regulations as provided in GCC Clause 36 (Change in Laws and Regulations) or</p> <p>(e) any default or breach of the Contract by the Employer, specifically including failure to supply the items listed in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement, or any activity, act or omission of any other contractors employed by the Employer or failure to give possession of site under GCC Clause 10.2.</p> <p>(f) any other matter specifically mentioned in the Contract;</p> <p>by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.</p>
		40.2	<p>Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to the <u>Expert Settlement Council (ESC)</u>, pursuant to GCC Sub-Clause <u>6.3.1</u>.</p>
		40.3	<p>The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.</p>
		40.4	<p><b>Documents for Consideration of Time Extension</b></p> <p>The following documents shall form the principal basis for consideration of Time Extension pursuant to GCC clause 40 with or without LD, levy of liquidated damages pursuant to GCC clause 26 and settlement of extra claims during the execution of contract:</p>