

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
			<p>amount of escalation, if any, already paid to the Contractor.</p> <p>(b) Taxes and duties which have already been paid by the Employer.</p> <p>In the event the claim money settled, is less than the total of the amount in a & b above, then the entire claim money settled will be retained by the Employer and the Contractor will forthwith pay the Employer the short fall amount between the claim money and the total of amounts as per a & b mentioned above.</p> <p>Subsequent payments, if any, due under the Contract shall be regulated by the relevant terms of payment.</p> <p>(ii) In case of damage to any equipment/material during any stage, the Contractor upon rectification of the damaged equipment to the satisfaction of the Employer shall be paid to the extent of full claims settled by the underwriters.</p>
35.	Unforeseen Conditions		
		35.1	<p>If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant and Equipment or Contractor's Equipment, notify the Project Manager in writing of</p> <p>(a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen</p> <p>(b) the additional work and/or Plant and Equipment and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions</p> <p>(c) the extent of the anticipated delay</p> <p>(d) the additional cost and expense that the Contractor is likely to incur.</p>