

Sub-Clauses relating to Claims under CONS or P&DB

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Grounds / Reasons for Time, Cost, and profit

Attention: Some Sub-Clauses of MDB2010 may differ.

Sub-Clause	Contractor's Entitlement	Employer's Entitlement
1.9 CONS Delayed Drawings or Instructions	Contractor may claim extension of time, Cost and reasonable profit if Engineer fails to instruct within notified reasonable time	
1.9 P&DB Errors in the Employer's Requirements	Contractor may claim extension of time, Cost and reasonable profit for error in Employer's Requirements which was not previously discoverable	
2.1 Right of Access to the Site *	Contractor may claim extension of time, Cost and reasonable profit if Employer fails to give right of access to Site within time stated in the Contract	
2.5 Employer's Claims *		Procedure with which Employer must comply when claiming payment from the Contractor and when claiming an extension to the Defects Notification Period
4.7 Setting Out	Contractor may claim extension of time, Cost and reasonable profit for errors in original setting-out points and levels of reference	
4.12 Unforeseeable Physical Conditions	Contractor may claim extension of time and Cost if he encounters physical conditions which are Unforeseeable	
4.19 Electricity, Water and Gas *		Employer entitled to payment if Contractor uses power, water or other services provided by the Employer, if any, without prior notice under Sub-Clause 2.5
4.20 Employer's Equipment and Free-Issue Material *		Employer entitled to payment if Contractor uses the Employer's Equipment, if any, without prior notice under Sub-Clause 2.5
4.24 Fossils *	Contractor may claim extension of time and Cost attributable to an instruction to Contractor to deal with an encountered archaeological finding	
7.4 Testing *	Contractor may claim extension of time, Cost and reasonable profit if testing is delayed by (or on behalf of) the Employer	

<b>Sub-Clause</b>	<b>Contractor's Entitlement</b>	<b>Employer's Entitlement</b>
7.5 Rejection *		Employer may claim costs if defective Plant, Materials or workmanship is rejected and subsequently retested
7.6 Remedial Work *		Employer may claim costs if Contractor fails to carry out remedial work and if he would not have been entitled to be paid for it
8.4 Extension of Time for Completion *	Contractor may claim extension of time if completion (see Sub-Clauses 8.2 & 10.1) is or will be delayed by a listed cause	
8.5 Delays Caused by Authorities *	Contractor may claim extension of time if Country's public authority causes Unforeseeable delay	
8.6 Rate of Progress *		Employer may claim costs attributable to revised methods which Contractor adopts in order to overcome a delay for which no extension of time is due
8.7 Delay Damages *		Employer may claim prescribed delay damages if Contractor fails to achieve completion within Time for Completion
8.9 Consequences of Suspension *	Contractor may claim extension of time and Cost if Engineer instructs a suspension of progress	
9.4 Failure to Pass Tests on Completion *		Employer may claim costs if Works or Section repeatedly fails Test on Completion
10.2 Taking Over of Parts of the Works	Contractor may claim Cost and reasonable profit attributable to the taking over of a part of the Works	Employer's entitlement to prescribed delay damages is reduced by a proportion related to the contract value of the part taken over
10.3 Interference with Tests on Completion *	Contractor may claim extension of time, Cost and reasonable profit if Employer delays a Test on Completion	
11.3 Extension of Defects Notification Period *		Employer may claim extension of the Defects Notification Period if Works or Section or major Plant cannot be used for intended purpose because of any defect
11.4 Failure to Remedy Defects *		Employer may claim costs if Contractor fails to remedy a defect for which Contractor is responsible

Sub-Clause	Contractor's Entitlement	Employer's Entitlement
11.8 Contractor to Search *	Contractor may claim Cost and reasonable profit if instructed to search for cause of a defect for which he is not responsible	
12.2 P&DB Delayed Tests *	Contractor may claim Cost and reasonable profit if Employer delays a Test after Completion	
12.3 CONS Evaluation	Engineer evaluates each item of work, applying measurement and appropriate rate or price	
12.3 P&DB Retesting *		Employer may claim costs attributable to repeated failures of Test after Completion
12.4 CONS Omissions	Contractor may claim a Cost which, although it had been included in a BoQ item, he would not recover because the item was for work which has been omitted by Variation	
12.4 P&DB Failure to Pass Tests after Completion *	Contractor may claim Cost and reasonable profit if Employer delays access to the Works or Plant	Employer may claim prescribed non-performance damages in event of failure to pass Test after Completion
13.2 CONS Value Engineering	Contractor may claim half of the saving in contract value of his redesigned post-contract alternative proposal, which was approved without prior agreement of such contract value and of how saving would be shared	
13.3 Variation Procedure *	The Contract Price shall be adjusted as a result of Variations	
13.7 Adjustments for Changes in Legislation *	Contractor may claim extension of time and Cost attributable to a change in the Laws of the Country	Employer may claim payment of reduction in Contractor's Cost attributable to a change in the Laws of the Country
14.4 Schedule of Payments *	If interim payment instalments were not defined by reference to actual progress, and actual progress is less than that on which the schedule of payments was originally based, these instalments may be revised	
14.8 Delayed Payment *	Contractor may claim financing charges if he does not receive payment in accordance with Sub-Clause 14.7	

Sub-Clause	Contractor's Entitlement	Employers Entitlement
15.3 Valuation at Date of Termination *		Works, Goods and Contractor's Documents are valued after Employer has terminated Contract
15.4 Payment after Termination *		Employer may claim losses and damages after terminating Contract
16.1 Contractor's Entitlement to Suspend Work *	Contractor may claim extension of time, Cost and reasonable profit if Engineer fails to certify or if Employer fails to pay amount certified or fails to evidence his financial arrangements, and Contractor suspends work	
16.4 Payment on Termination *	Contractor may claim losses and damages after terminating Contract	
17.1 Indemnities *	Contractor may claim cost attributable to a matter against which he is indemnified by Employer	Employer may claim cost attributable to a matter against which he is indemnified by Contractor
17.4 Consequences of Employer's Risks *	Contractor may claim extension of time, Cost and (in some cases) reasonable profit if Works, Goods or Contractor's Documents are damaged by an Employer's risk as listed in Sub-Clause 17.3	
18.1 General Requirements for Insurances *	Contractor may claim cost of premiums if Employer fails to effect insurance for which he is the "insuring Party"	Employer may claim cost of premiums if Contractor fails to effect insurance for which he is the "insuring Party"
18.2 Insurance for Works and Contractor's Equipment (last paragraph) *		Employer may claim payment of reduction in cost of premiums if the Contractor's insurance of an Employer's risk becomes unavailable at commercially reasonable terms
19.4 Consequences of Force Majeure *	Contractor may claim extension of time and (in some cases) Cost if Force Majeure prevents him from performing obligations	
19.6 Optional Payment, Termination and Release *	Contractor's work and other Costs are valued after progress is prevented by a prolonged period of Force Majeure and either Party then gives notice of termination	
20.1 Contractor's Claims *	Procedure with which the Contractor must comply when claiming an extension of time and/or additional payment	

Sub-Clauses marked \* are those relevant to EPCT 3.5, although their details may differ from those in the provisions relevant to CONS/P&DB 3.5.