

Extension of Time for Completion (EoTfC)

1 _ Allowance of Extension of Time for Completion in compliance with FIDIC
The FIDIC Clauses provide plenty of causes, which entitles the Contractor to request Extension of Time for Completion EoTfC for failures of the Employer / Owner subject to SC08.4 FIDIC

Excerpt from FiDiC Contract Guide 1999 : www.gub21.de/03.5+ClaimSC.pdf
(download virus-free)

If the rate of progress falls behind the programme (the program is inconsistent), two cases have to be considered by the Parties

Case A _ If the delay is caused **due to lack of Contractor's production** entitles the Engineer / Employer to **accelerate** the construction by increasing the resources at the **Contractor's own costs**.

Case B _ However, if the causes are **not attributable to the Contractor** www.gub21.de/03.5+ClaimSC.pdf, he is entitled to request EoTfC - usually by submitting an Interim Claims SC20.1 (a), SC20.1 (b), and SC20.1 (c).

Now, we used to observe epidemic / governmental actions, so Contractor's use to submit Interim Claims, because the **Contractor is entitled for EoTfC** [SC08.4 (d)], if he **substantiates the cause-effects** – beyond his own responsibility of disruptions and delays -, but without financial compensation.

2 _ Work Programm

Anyway, the Contractor submits his Work program with his intentions to complete the Work **beyond the initial contract period**, preferably in context with an Interim Claim / Claim Request.

Note: If the Engineer "approves" the program, the engineer would **issue an implied instruction** to follow exactly the sequence and time durations. In such a case, any deviations from the "approved" work program will give the Contractor the opportunity to claim for changes in the program logic linkages/sequences, dependencies, and durations.

The Engineer **duties already suffice**, checking the revised Work-Program in Compliance with the Conditions of Contract, and **consents the Program or provides his comments**, where the program does not comply, within 21 days.

3 _ Notice of Determination / Dispute Board Decision

If the Engineer does not issue a Notice of Determination (SC03.5), based either on agreement or on ascertainment for a prolongation (**initial Time for Completion iTfC** to **adjusted Time for Completion aTfC** within the contractual time bar, the Contractor ought to submit his **referral to the Dispute Board Member**.