

PROCEDURE FOR CHANGES

INITIATION OF CHANGES THAT DO NOT REQUIRE MODIFYING CONTRACT PROVISIONS:

1. Changes can be initiated at the Owner's instruction with all related information (technical data, drawings, diagrams etc) provided to the Contractor.
2. The Owner's request to confirm the Change must specify the time when the Contractor must commence the Works and the deadline by which the Contractor must submit its quote for the Works (including a detailed cost estimate and cost break-down if applicable). Any Owner's requests regarding Change are considered to be clarification for the convenience of the Contractor only and not authorization to perform Works that may require additional costs and/or extension of specific Work stages (deadlines).
3. Within 2 (two) business days following the receipt of request regarding the Change, the Contractor must submit to the Owner detailed information about Change impact on the Contract price, delivery of Materials and Work deadlines. Information about the price, delivery of Materials and/or Work schedule must be provided by the Contractor in the form agreed with the Owner (see Annex 1 Requisition for Work Change). If the Contractor needs more time to prepare the information requested by the Owner in connection with the Change, the Contractor must give written notice to the Owner and agree on a different deadline.
4. If the Contractor is not able to perform the Works indicated in the Change, it must immediately inform the Owner.
5. The Owner may order the Works indicated in the Change:
 - (i) On the basis of unit or hourly rates fixed in STC (where applicable);
 - (ii) On the fixed price basis agreed between the Parties;
6. Upon receipt of requisition together with Contractor's quotation for Works requested in the Change and respective information about the impact on the delivery of Materials and Work deadlines, the Owner approves the requisition or rejects it (stating the reasons) within 1 business day after the receipt.
7. The Contractor may at any time submit a written proposal regarding the Change if this will:
 - (i) Accelerate the completion of Works;
 - (ii) Reduce the Owner's costs associated with the execution, maintenance or operation of Works;
 - (iii) Improve the effectiveness and value of completed Works for the Owner;
 - (iv) Proposal would be beneficial for the Owner as well.

Such proposal is prepared at the sole expense of the Contractor and must include all information required under Article 8.

8. The Owner will consider the Contractor's proposal and before giving its consent for implementation the Owner will issue a written notice to which the Contractor must respond as soon possible by providing the following information:

- (i) Description and implementation plan of proposed design solutions and/or Works;
- (ii) Proposal regarding the required Contract schedule changes;
- (iii) Proposal regarding the price of Materials/Works specified in the Change;

9. After this information is made available to the Owner, the Owner will accept or reject (stating the reasons for rejection) this proposal as soon as possible but always within 5 business days.

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While waiting for the Owner's response the Contractor must proceed with the Works at its usual pace.

10. Once instructed to implement the Change, the Contractor must immediately commence it.

11. Requisition for Work Change is the only document authorizing Work changes or any other agreements between the Contractor and the Owner. Change is valid only when signed by the authorized representatives of both Parties. Besides, Change approved by both Parties is the only basis for the Contractor to issue invoices for additional works. Requisition for Work Change must include everything related to the expected effects (impact) of Change.

12. Changes can be initiated by both Parties but they always require approval (rejection) by the Owner.

13. The numbering of Contract Changes is sequential.

14. Contractor representative must make sure that all Contract Changes are signed by a duly authorized representative.

INITIATION OF CHANGES THAT REQUIRE MODIFYING CONTRACT PROVISIONS:

1. If Works indicated in the Change require material modification of the Contract contents, price and/or schedule as well as its other terms and conditions, the Parties will sign a Contract Modification (see GTC Annex 30.6 – Sample Form of Contract Modification). Contract Modification is valid only when signed by duly authorized representatives of the Parties.

2. Contractor Modification must include everything that is related to the expected effects (impact) of Changes.

3. The numbering of Contract Modifications is sequential.

REQUISITION FOR WORK CHANGE				
CONTRACTOR	CONTRACT No.:	CONTRACT NAME:	REQUISITION No.:	DATE:
REQUESTED START DATE:		REQUESTED END DATE:		AREA OF WORK:
SOW DESCRIPTION				
PRICING BASIS:				
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> FIXED PRICE <input type="checkbox"/> APPLICABLE UNIT RATES <input type="checkbox"/> NEW UNIT RATES</div><div><input type="checkbox"/> EXPENSES PLUS <input type="checkbox"/> HOURLY RATE <input type="checkbox"/> OTHER (specify): _____</div></div>				
BACKCHARGES: <input type="checkbox"/> YES <input type="checkbox"/> NO RECIPIENT: _____				
EXPECTED IMPACT ON CONTRACT SCHEDULE: <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, please specify new dates for works _____				
PRICE CALCULATED BY CONTRACTOR:				EUR
FINAL AGREED PRICE:				EUR
SIGNATURES				
OWNER	NAME, SURNAME	DATE	SIGNATURE	
CONTRACTOR	NAME, SURNAME	DATE	SIGNATURE	