**Engineering, Procurement & Construction Contract**

**SRU K-1, K-2 AND 10K-1 WASTE HEAT UTILIZATION FOR STEAM PRODUCTION USING MECHANICAL VAPOR RECOMPRESSION (MVR) TECHNOLOGY**

**OL/2/000554/25**

**GENERAL CONDITIONS**

**ANNEX No.2**

**Change Order Procedure**

|  |  |  |  |
| --- | --- | --- | --- |
| **Rev.** | **0** | **1** | **2** |
| **Date** | **2025-05-27** |  |  |

# General requirements for Change ORDER procedure

* 1. CHANGE initiated by owner

Subject to the provisions set forth in Article 13 (*Changes and Variations to the WORKS*) of the General Conditions CHANGE may be initiated by an instruction from the OWNER or by a request from the OWNER for the CONTRACTOR to submit a proposal for Change.

OWNER may instruct the CONTRACTOR to execute CHANGE to any part of the WORKS in following ways:

1. Document Transmittal, i.e. issuing to the Contractor revised or additional technical data for Technical documentation by using Document Transmittal form, provided as Attachment 1;

Any CHANGE shall be subject to adjustments of the CONTRACT PRICE and the PAYMENT SCHEDULE pertaining to execution of the CHANGE, if only agreed in writing between the PARTIES in accordance with procedures detailed above and ratified by a Contract Modification using Contract form, provided as Attachment 4.

* + 1. Document Transmittal

Revised or additional technical data for Technical documentatioN pertaining to execution of the CHANGE (hereinafter referred to as Transmittal Data) will be transmitted to CONTRACTOR by means of a Document Transmittal. In the Document Transmittal OWNER will indicate where CONTRACTOR is requested to proceed certain works immediately without any impact to TIME SCHEDULE and/or Contract Price or where CONTRACTOR is requested to submit a proposal for any necessary modifications to the TIME SCHEDULE or/and adjustment to the Contract Price.

Any Technical Query (hereinafter referred to as TQ) raised by OWNER will be submitted to CONTRACTOR via Document Transmittal. However, all TQ's will be regarded as a clarification for CONTRACTOR's convenience and TQ shall not be deemed as an authorisation to execute Change due to which modifications to the TIME SCHEDULE and/or adjustment to the Contract Price might be necessary.

CONTRACTOR is obliged to acknowledge receipt of Transmittal Data by signing and returning a copy of the Document Transmittal to OWNER within 5 working days after receipt thereof. If there is an impact to TIME SCHEDULE and/or Contract Price due to certain works which CONTRACTOR has been requested to proceed immediately, CONTRACTOR shall indicate it in a returning copy of the Document Transmittal by crossing the respective box(es) provided therein.

CONTRACTOR is obliged to submit to OWNER full details of any necessary modifications to the TIME SCHEDULE and/or adjustment to the Contract Price due to the provided Transmittal Data, within 10 days after returning a copy of the Document Transmittal to OWNER. Contractor shall submit details of any adjustment to the Contract Price by using Change Pricing Form (hereinafter referred to as CPF), provided as Attachment 2.

* + 1. Site Instruction

A Site Instruction (hereinafter referred to as SI) to Contractor will be issued by OWNER's appointed Site Supervisor. Contractor is obliged to endorse SI by signing and submitting it to the OWNER within 1 day of its issue.

SI shall be deemed as OWNER’S authorisation to perform works indicated therein, only if:

1. the final value of the works detailed on the SI shall not exceed Eur 5,000 (five thousand euros);
2. the works shall be commenced [and continues] within four working days;
3. the works shall be completed within one working week.

Contractor shall not be entitled to receive remuneration of SI costs which exceeds the amount of Eur 5,000 (five thousand euros), unless agreed upon between the OWNER and the CONTRACTOR has given OWNER two working days advance notice specifying the accrued costs are likely to exceed the amount of Eur 5,000 (five thousand euros).

CONTRACTOR is obliged to submit to OWNER full details of the total costs occurred while executing SI by submittal of a CPF, provided as Attachment 2, within 10 days after receipt of an authorised SI.

* + 1. Change Order

a Change Order (CO) to the contractor will be issued by OWNER's appointed Site Supervisor. The CO shall be not be deemed as OWNER’S authorisation to perform works indicated therein, but only a request to the Contractor for a price proposal for the execution works value of which exceeds EUR 5,000 (five thousand euros) and which:

1. could not be commenced [and continue] within four working days;
2. could not be completed within one working week.

OWNER shall, as soon as practicable after such proposal, respond with approval, disapproval or comments. Contractor shall not delay any work whilst awaiting a response.

OWNER shall, as soon as practicable after receipt of CONTRACTOR’s proposal pertaining the CO, respond to the contractor and either:

1. accept CONTRACTOR’s proposal which shall forthwith be ratified by means of a CONTRACT Modification, authorising performance of the additional works on Lump Sum/Fixed Price basis;
2. provide authority for contractor to perform the additional works by issue of provisional Contract Modification, if Contractor and OWNER are unable to agree on CONTRACTOR’s proposal prior to the required commencement date of the additional works (with assumption they are still necessary). In such event, the OWNER shall proceed to determine Lump Sum/Fixed Price for performance of the additional works in accordance with the rules specified in Article 13 (*Changes and Variations to the WORKS*) of the General Conditions. Thereafter provisional Contract Modification will be consolidated into a future Contract Modification for performance of the additional works on determined Lump Sum/Fixed Price basis
   1. CHANGE initiated by CONTRACTOR

Subject to the provisions set forth in Article 13 (*Changes and Variations to the WORKS*) of the General Conditions CONTRACTOR shall give OWNER written notice of any event (including benefits to the Owner which may lead to optimization of WORKS) which CONTRACTOR believes may require a Change for modifications to the TIME SCHEDULE and/or adjustment to the Contract Price.

* 1. Status and progress of Changes

In accordance to the provisions set forth in Article 7 (*Project Management and Execution*) of the General Conditions, progress review meetings will be used to discuss upon the status of changes which under execution. OWNER will provide an overview of all authorised changes to which CONTRACTOR shall provide status and progress update and also shall advise Owner what additional or pending changes it wishes to highlight.

# BACKCHARGES

Backcharge is a cost sustained by OWNER and chargeable to CONTRACTOR for OWNER’s performance of WORKS, which is the responsibility of CONTRACTOR, as particularly described in the Article 13 (*Changes and Variations to the WORKS*) of the General Conditions. Upon identification by Owner of an actual or anticipated backcharge, Owner will issue the Backcharge Agreement to Contractor according to Attachment 5 which shall be incorporated into CONTRACT Modification.

# ATTACHMENT 1 DOCUMENT TRANSMITTAL

|  |  |  |  |
| --- | --- | --- | --- |
| **DOCUMENT TRANSMITTAL** | | | |
| To: | | | Date: |
|  | | | Transmittal No.: |
|  | | | Project: |
|  | | | Contract No.: |
| Attention: | | | Contract Completion Date: |
| Transmitted herewith are  Preliminary/For Information  Per Your Request  Authorised as Noted | | Prints  CONTRACTOR is Authorised and Requested to Proceed with Construction  Revised as Noted  CONTRACTOR is Requested to Submit Detailed Pricing | |
| Document Number | Description | | |
|  |  | | |
|  |  | | |
| The above documents constitute the basis of: \* | | |  |
| Changes in Contract Price | | | Adjustments to the contractual completion date |
| Changes or additions to the contractual unit price  Structure | | | Adjustments to the contractual milestone event dates |
| \* - CONTRACTOR to indicate impact by marking applicable subject  - If one or more subjects have been marked, CONTRACTOR shall notify OWNER in writing of the magnitude of the changes/conditions, accompanied by full back-up justification (take-off’s, estimates, etc.) within ten working days of CONTRACTOR’s signature to this DT. | | | |
| Please acknowledge receipt of the above documents by signing below and returning one copy of this transmittal form to OWNER | | |  |
| By: | | |  |
| Title: | | |  |

# ATTACHMENT 2 CHANGE PRICING FORM (CPF)

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CHANGE PRICING FORM (CPF)** | | | | | | | | | | | |
| CONTRACTOR: | | | | | | DATE: | | | | | |
| CONTRACT No. | | | | | |  | | | | | |
| This CPF relates to Work released to CONTRACTOR by: | | | | | | | | | | | |
| SI No. | | | DT No. | | | | | | | |
| Change Order No.: | | | | | | | | | | | |
| The price shown in here, when approved by OWNER authorised personnel will be added to the Contract Price by Contract Modification. This is not an authorisation for Payment. | | | | | | | | | | | |
| TAKE OFF DESCRIPTION | Unit | Quantity | | | Unit/Cost | | | | Total (EUR) | | |
|  |  | Submitted | Agreed | | Submitted | | Agreed | | Submitted | Agreed | |
|  |  |  |  | |  | |  | |  |  | |
|  |  |  |  | |  | |  | |  |  | |
|  |  |  |  | |  | |  | |  |  | |
|  |  |  |  | |  | |  | |  |  | |
| **OWNER** | **NAME** | | | **DATE** | | | | **SIGNATURE** | | | |
| Quantities Reviewed by: |  | | |  | | | |  | | | |
| Hours Confirmed by: |  | | |  | | | |  | | | |
| Unit Prices / Rates Reviewed by: |  | | |  | | | |  | | | |
| Reimbursable Costs Confirmed by: |  | | |  | | | |  | | | |
| **CONTRACTOR** | **NAME** | | | **DATE** | | | | **SIGNATURE** | | | |
| Agreed by: |  | | |  | | | |  | | | |

# ATTACHMENT 3 CHANGE ORDER

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CHANGE ORDER** | | | | | | | | | | | | | | | | |
| CONTRACTOR: | CONTRACT NO.: | | | | CONTRACT TITLE: | | | | | CHANGE ORDER No. (C.O.No.): | | | | | | DATE: |
|  |  | | | |  | | | | |  | | | | | |  |
| REQUIRED START DATE: | | | | REQUIRED COMPLETION DATE: | | | | | | | DARBŲ SRITIS:  WORK AREA: | | | | | |
|  | | | |  | | | | | | |  | | | | | |
| **SCOPE OF WORK DESCRIPTION** | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
| **PRICING BASIS:** | | | | | | | | | | | | | | | | |
| LUMP SUM | | | | | | | COST PLUS | | | | | | | | | |
| EXISTING UNIT PRICES | | | | | | | TIME RATE | | | | | | | | | |
| NEW UNIT PRICES | | | | | | | OTHER (specify);\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | |
| **BACK–CHARGE:** | | YES | | | | NO | | TO WHOM: | | | | | | | | |
| **IMPACT ON CONTRACT TIME SCHEDULE:**  TAIP  NE  EXPECTED IMPACT ON PERFORMANCE OF CONTRACT SCHEDULE  If YES, please specify new dates of works | | | | | | | | | | | | | | | | |
| **CONTRACTOR’s ESTIMATED PRICE:** | | | | | | | | | | | | **EUR** | | |  | |
|  | | | | | | | | | | | | | |  | | |
| **FINAL AGREED PRICE:** | | | | | | | | | | | | **EUR** | | |  | |
|  | | | | | | | | | | | |  | | |  | |
| **SIGNATURES** | | | | | | | | | | | | | | | | |
| **OWNER** | | | **FULL NAME** | | | | | | **DATA** | | | | **PARAŠAS** | | | |
|  | | |  | | | | | |  | | | |  | | | |
|  | | |  | | | | | |  | | | |  | | | |
| **CONTRACTOR** | | | **FULL NAME** | | | | | | **DATA** | | | | **PARAŠAS** | | | |
|  | | |  | | | | | |  | | | |  | | | |
|  | | |  | | | | | |  | | | |  | | | |
| Page1 of 1 | | | | | | | | | | | | | | | | |

# ATTACHMENT 4 CONTRACT MODIFICATION

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| CONTRACTOR | | | | | | | Representative/s | | | |
| **OWNER**  **Akcinė bendrovė „ORLEN Lietuva“**  Juodeikių k., LT-89467 Mažeikių r. | | | | | | | Representative/s | | | |
| CONTRACT No. | CONTRACT MODIFICATION NUMBER | | | |  | | **Date** | | | |
|  |  | | | |  | |
| **CONTRACT SUBJECT** |  | | | | | | | | | |
| *Unless established otherwise, the Parties hereby agree to amend the aforementioned contract by the terms and conditions specified herein.* | | | | | | | | | | |
| **DESCRIPTION** | | | | | | | | | |  |
|  | | | | | | | | | | |
| *PERFORMANCE OF THIS WORK MUST BEGIN ON* | | N/A | *AND MUST BE COMPLETED NO LATER THAN /* | | | | | **N/A** | | |
| *ORIGINAL CONTRACT VALUE* | | |  | |  |  | |  | | |
|  | |  |  | |  |  | |  | | |
| *PREVIOUS CONTRACT MODIFICATION NUMBER* | | | THRU FROM | |  |  | |  | | |
|  | | |  | |  |  | |  | | |
| *AMOUNT THIS MODIFICATION* | □  ADDITIONAL, BUT UNGUARANTEED SUM | | | | □  FIXED | | |  | | |
| *CURRENT CONTRACT VALUE* | | | | | |  | |  | | |
|  | | | | |  |  | |  |  | |
|  | | | | | | | | | | |
| **SIGNATURES**  ***Company name, job title, name, date)*** | | | | | | | | | | |
| *CONTRACTOR* | | | | ***OWNER***  **Akcinė bendrovė „ORLEN Lietuva“** | | | | | | |

# ATTACHMENT 5 CONTRACT BACKCHARGE AGREEMENT

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CONTRACT BACKCHARGE AGREEMENT** | | | | | | | | | | | | |
| DATE: | | | | | CONTRACT NO: | | | |  | | BACKCHARGE NO.: | |
| CONTRACTOR: | | | |  | | | | CONTRACT TITLE: | |  | | |
| **I.** | **DESCRIPTION OF BACKCHARGE WORK** | | | | | | | | | | | |
|  |  | | | | | | | | | | | |
| **II.** | **PRICING BASIS (Check applicable basis.)** | | | | | | | | | | | |
|  |  | | Agreed Lump Sum Price of EUR: | | | |  | | | | | |
|  |  | | Actual incurred costs plus mark-up in accordance with the TERMS AND CONDITIONS, below. | | | | | | | | | |
| **III.** | **TERMS AND CONDITIONS (Unless otherwise provided in the CONTRACT.)** | | | | | | | | | | | |
| 1. | | Labour shall be charged at actual cost, including all applicable Taxes, Insurance, Travel and Subsistence, and other applicable Fringe Benefits, plus 10% | | | | | | | | | | |
| 2. | | Equipment shall be charged at established rates for OWNER or OWNER provided equipment or at actual rates paid for hired units, plus 10% | | | | | | | | | | |
| 3. | | Materials shall be charged at actual cost, plus 10% | | | | | | | | | | |
| 4. | | Subcontracts shall be charged at actual cost, plus 10% | | | | | | | | | | |
| **IV.** | **CONTRACTOR’s AUTHORISATION TO PROCEED** | | | | | | | | | | | |
|  | We, …………………………require and request, or understand and agree, that OWNER is able to perform, or cause to be performed, the work described in the DESCRIPTION OF BACKCHARGE WORK section above and that we shall compensate OWNER in accordance with the rates, prices, terms and conditions set forth herein. | | | | | | | | | | | |
| CONTRACTOR (Signature) | | | | | | TITLE | | | | | | DATE |
|  | | | | | |  | | | | | |  |
| **V.** | **FINAL BACKCHARGE VALUE** | | | | | | | | | | | |
|  | OWNER has performed, or caused to be performed, the work described herein and, in doing so, has incurred costs in the total amount of EUR.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(as detailed in the supporting documentation) which shall be backcharged to the above named CONTRACTOR. | | | | | | | | | | | |
| CONTRACTOR (Signature) | | | | | | TITLE | | | | | | DATE |
|  | | | | | |  | | | | | |  |
| OWNER (Signature) | | | | | | TITLE | | | | | | DATE |
|  | | | | | |  | | | | | |  |