

VARIATIONS

التعاقدات الدولية

- وصف نوع التغيير هو السائد.
- بعض التعاقدات تحدد قيمة التغيير (نسبة من البند أو العقد).
- FIDIC مزج بين الطريقتين.

Rights, Obligations & Limitations

- 1- Who may make the change? Contract
- 2- How may the change be made? In writing
- 3- What may be changed? Within scope of work.
- 4- When may the change be ordered? Start - End.

3- Exceptions

- a) Quantities vary from the estimated B.O.Q.
- b) Written confirmation to verbal order or not contradicted by the Eng. within 14 days.
- c) Contractor confirmation of a verbal order.

FIDIC Grant Eng. unlimited powers

- Except: a) Contractor method of construction.
b) Sequence or timing.

How to define scope of work under the contract?

- 1) Within the contemplation of the parties at the time the contract was drafted.
- 2) Is the changed work indispensable to complete the work?
- 3) Does the change perform basically the same function as the original?

It is important that the contract documents define the scope of the work in precise and concise language.

Variations can be identified as follows

- 1) Changes in quantity (increase or decrease).
- 2) Addition, omission or substitution of any work.

- 3) Changes in the quality of the work.
- 4) Alternations in the kind or standard of material to be used.
- 5) Design changes or modifications.

Pricing Methods (Valuation of Variations)

- 1) Unit-prices or rates contained in the contract
(Where the work is similar and carried out under similar conditions).
- 2) Unit-prices as agreed upon
(Where the work carried out has new conditions "Star Rates")
- 3) Day work or Cost-plus basis
(Where accurate measurement of the work is not possible)
- 4) Agreed lump-sum.

Power of Engineer to fix Rates

Notice shall have been given in writing

- 1) By the Contractor to the Engineer of his intention to claim extra payment or varied rate or price.
- 2) By the Engineer to the Contractor of his intention to vary a rate or price.

Variations Exceeding 10%

If, on certified completion of the whole of the works it shall be found reduction or increase > 10% excluding all fixed sums, provisional sums and allowance for dayworks results from.

- a) The aggregate effect of all variation orders.
- b) All adjustments upon measurement of estimated quantities
The amount of the contract price shall be adjusted by such sum as may be agreed between the contractor and the Engineer.
Failing agreement fixed by the Engineer having regard to all material and relevant factors including Contractors Site and General O.H costs.

PREPARED BY:

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