



Broadcast Control System (BCS)

NRK 2023-1264

SSA-T Appendix 8 – Changes to the general contractual wording

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[Contractor logo]

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1 CHANGES TO THE GENERAL CONTRACTUAL WORDING

Changes to the general contractual wording shall be set out here unless the general contractual wording refers such changes to a different Appendix.

Changes can be made to all the clauses in the Agreement, even where there is no clear reference to the fact that changes can be agreed. Changes to the contractual wording shall be specified here so that the wording of the general contractual wording remains unchanged. It must be stated clearly and unequivocally which clause or clauses in the Agreement have been changed and the result of the changes.

The Contractor should, however, be aware of the fact that deviations, reservations or changes to the Agreement in connection with the submission of a tender may result in rejection of the tender by the Customer.

2 AGREED CHANGES INITIALISED BY THE CUSTOMER

Amended text; deleted text marked with ~~strike through~~, new text in **red**.

Clause	Original text	Comments/shall be replaced by
2.5.3, last paragraph	The Customer's approval shall not prevent the Customer from demanding during the warranty period, the rectification of errors and defects that the Customer did not discover during the approval period, or errors that have not been rectified by the Contractor during the approval period.	<i>[Amended text]</i> The Customer's approval shall does not prevent the Customer from demanding the Contractor to rectify errors and defects during the warranty period that, the rectification of errors and defects that the Customer did not discover and could not be expected to discover during the approval period, or to rectify errors or defects that have not been rectified by the Contractor during the approval period.
3.2, 2 nd paragraph	However, the Contractor shall not be obliged to carry out additional work that represents, in aggregate, a net addition of more than fifteen (15) per cent to the original contract price, other than in the case of a disputed change order pursuant to clause 3.8.	<i>[The paragraph is deleted in its entirety]</i>
3.2, new last paragraph		<i>[New last paragraph]</i> Changes and additions to the Agreement can be made during all contract stages. The right to agree upon changes that are not a consequence of changes in legal requirements, do not go beyond what can be agreed upon within the legal framework of the procurement rules.
3.6, first paragraph, first sentence	If the parties agree that there is a change, but disagree on the effect of such change as far as the contract price is concerned, the Customer shall pay a preliminary consideration, calculated pursuant to the rules set out in clause 3.5.	<i>[Amended text]</i> If the parties agree that there is a change, but disagree on the effect of such change as far as the contract price is concerned, the Customer shall pay a preliminary consideration, corresponding to the undisputed part of the consideration calculated pursuant to the rules set out in clause 3.5.

3.8, 3 rd and 4 th paragraph	<p>Even if the change order is disputed, the Contractor shall perform what has been ordered in return for the Customer paying a provisional consideration corresponding to half of the amount to which the Contractor believes it is entitled. If the Contractor does not demand a decision concerning the disputed change pursuant to clause 3.9 of the Agreement within three (3) months after the consideration has been paid, or if the work is deemed to fall within the scope of the Agreement, the provisional consideration shall be set off against the consideration due upon the next payment milestone. If the work is deemed to be a change, the fixed consideration for the change, adjusted for the provisional consideration, shall be incorporated into the ordinary payment plan.</p> <p>The Contractor may contest the duty to perform the work by requesting a ruling from an independent expert or mediator or institute legal proceedings or submit the dispute for arbitration in order to have its claim resolved with final effect, cf. chapter 16. Such a request must be submitted without undue delay after the Customer has provided notice that the change is disputed. The Contractor shall bear the risk associated with any delays that may occur due to the postponement of the work, if it is determined that the work falls within the scope of the Agreement.</p>	<i>[Both paragraphs are deleted in its entirety]</i>
3.8, new 3 rd paragraph		<p><i>[New paragraph]</i></p> <p>Although the change order is disputed, the Contractor has a duty to perform the work provided the Customer provides a guarantee. The guarantee requirement does not apply if the Customer is a Norwegian public enterprise.</p>
8.4, 1 st paragraph	<p>If overdue consideration, with the addition of late payment interest, has not been paid within thirty (30) calendar days of the due date, the Contractor may send a written notice to the Customer, stating that the Agreement will be terminated for breach, unless settlement has taken place within sixty (60) calendar days of receipt of such notice.</p>	<p><i>[Amended text]</i></p> <p>If a non-disputed overdue consideration, with the addition of late payment interest, which in total is considered to be material, has not been paid within thirty (30) calendar days of the due date, the Contractor may send a written notice to the Customer, stating that the Agreement will be terminated for breach, unless settlement has taken place within sixty (60) calendar days of receipt of such notice.</p>
11.1, last paragraph	<p>The Customer shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered.</p>	<p><i>[Amended text]</i></p> <p>The Customer shall submit a written complaint within reasonable time without undue delay after the breach of</p>

		contract has been discovered or ought to have been discovered .
11.2, last paragraph	No damages or other remedies for breach of contract may be claimed for circumstances that have not been notified at the latest prior to the expiry of the warranty period. Nevertheless, this shall not apply to any liability for damages imposed in relation to a third party in respect of defects in title pursuant to clause 13.4.	<i>[Amended text]</i> No damages or other remedies for breach of contract may be claimed for circumstances that have not been notified at the latest prior to the expiry of the warranty period. Nevertheless, this shall not apply to any liability for damages imposed in relation to a third party in respect of defects in title pursuant to clause 13.4, nor shall it apply in the case of gross negligence or wilful misconduct on the part of the Contractor.
13.2, last paragraph	If the defect in title cannot be resolved as stipulated in paragraph three, the Customer shall stop any further use of the solution and delete the relevant software component.	<i>[The paragraph is deleted in its entirety]</i>

3 AGREED CHANGES INITIALISED BY THE CONTRACTOR

Amended text; deleted text marked with ~~strike-through~~, new text in blue.

Clause	Original text	Comments/shall be replaced by