

the services. Such variations may not include replacement of expert whose Curriculum Vitae is part of the contract.

- 20.3. No such order for a variation may imply any extension of the period of implementation of the tasks or, for a fee-based contract, any change in the total amount of the contract.
- 20.4. Prior to any administrative order for variation, the Project Manager shall notify the Consultant of the nature and form of such variation. As soon as possible, after receiving such notice, the Consultant shall submit to the Project Manager a written proposal containing:
- (a) a description of the service to be performed or the measures to be taken and a programme for implementation of the tasks; and
 - (b) any necessary modifications to the programme of implementation of the tasks or to any of the Consultant's obligations under the contract; and
 - (c) For a fee-based contract, any adjustment to the contract value in accordance with the following principles:
 - (1) where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown the equivalent numbers of working days shall be valued at the fee rates contained therein;
 - (2) where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Project Manager;
 - (3) where a variation is necessitated by a default or breach of contract by the Consultant, any additional cost attributable to such variation shall be borne by the Consultant.
- 20.5. Following the receipt of the Consultant's proposal, the Project Manager shall decide as soon as possible whether or not the variation shall be carried out. If the Project Manager decides that the variation shall be carried out he/she shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Consultant's proposal or as modified by the Project Manager in accordance with Article 20.4.
- 20.6. On receipt of the administrative order requesting the variation, the Consultant shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.
- 20.7. The Consultant must use the form in Annex VI for notifying any modification of its bank account.
- 20.8. This Contract can be modified only during its execution period. Any change to the contract which has not been made in the form of an administrative order or an addendum or in accordance with Article 7.8 or 20.7 shall be considered null and void.

ARTICLE 21. WORKING HOURS

The days and hours of work of the Consultant or the Consultant's personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

ARTICLE 22. LEAVE ENTITLEMENT

- 22.1. For a fee-based contract, the annual leave to be taken during the period of implementation of the tasks must be at a time approved by the Project Manager.
- 22.2. For a fee-based contract, the fee rates are deemed to take into account the annual leave of up to 2 months for the Consultant's personnel during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The Consultant will only be paid for the days actually worked. Any cost related to sick or casual leave will be covered by the Consultant. The Consultant shall inform the Project Manager of any impact of such leave on the period of implementation of the tasks.