**SMALL WORK CONTRACT AMMENDMENT**

August 20XX

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amendment No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To the Contract No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Employer) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(The Contractor)

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Text in brackets **[]** is for guidance; all notes should be deleted in the final text]

**Contract Amendment**

This Amendment No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Amendment) is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[month day, year]**, between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[name and address of the Employer]** (hereinafter called the “Employer”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[name and address of the Contractor]** (hereinafter called the "Contractor"). The Employer and the Contractor are hereinafter red to individually as a “Party” and collectively as the “Parties”.

The Parties have decided to amend the Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[month day, year]**, relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[name of the Contract]**, as previously amended on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called “the Contract”) in accordance with Clause \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the General Conditions of Contract in order to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[specify purpose of amendment]**.

The amended provisions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[indicate the reference Clauses and relevant sections of the Contract appropriately]** are duly attached **[Please refer to the attached samples]** herewith.

This Amendment shall form an integral part of the Contract. All other terms and conditions of the Contract shall continue to be valid and binding on the Parties.

In this Amendment, capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract. This Amendment may be executed in counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this amendment may be executed and delivered by electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of the letter so executed and delivered electronically as if the original had been received.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be signed in their respective names in English Language in two copies as of the day and year first above written.

For and on behalf of the Employer:
Name of the employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative of the Employer:
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Contractor or a Joint Venture:

Name of the contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Representative of the Contractor:
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Note:  For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]**

For and on behalf of each of the members of the Contractor:
Name of the Joint Venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the lead member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative on behalf of a Joint Venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of lead member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If all members are signing:
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Background Information**

|  |  |
| --- | --- |
| **a)  Contract Data** |  |
| **Name of Contract** |  |
| **Contractor:** |  |
| **Contract Signature Date:** |  |
| **Commencement date:** |  |
| **Duration of Contract:** |  |
| **Contract End date:** |  |
| **Amount of Contract:** |  |
| **Physical progress** |  |
| **Financial progress** |  |
| **b) The rationale for the proposed Contract Amendment** |  |
| **c)  Assessment of Contractor’s performance to date** |  |
| **d) Brief description and amounts of previous Contract Amendments (if any)** |  |
| **e)  If the time for completion is proposed to be extended, explain it will be within the original LDD or not** |  |
| **f)  If it is not first extension, then the number of past extensions and the cumulative period of such extensions.** |  |

1. **Amended Particular Conditions of the Contract**

[Note: Please refer to each Clause of contract to be amended. See samples in next table.]

|  |  |  |
| --- | --- | --- |
| **Contract Document Reference** | **Original Clause** | **Amended Clause** |
| Particular Conditions of Contract GCC 1.1 (k) is added as | - | Original contract price was ………whereas Contract Price is revised to be ……… **[indicate the revised amount(s) of contract and its currency (currencies)]** as stated in the Grand Summary below. |
| Particular Conditions of Contract GCC 1.1 (v) is revised as | The Intended Completion Date for the whole of the Works shall be **[date]** | The Intended Completion Date for the whole of the Works shall be **[date]** |
| Particular Conditions of Contract GCC 1.1 (hh) is revised as | The Works consist of …………… | The Works consist of …………… |
| Particular Conditions of Contract GCC 2.2 is revised as | Sectional Completions are: **[insert nature and dates, if appropriate]** | Sectional Completions are: **[insert nature and dates, if appropriate]** |

1. **Grand Summary of BoQ**

Referring \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of General Conditions of Contract, **[Bill of Quantities]** Grand Summary is changed due to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as below:

**Grand Summary:**

|  |  |  |
| --- | --- | --- |
| **Description of Works** | **Original Amount in****[insert currency]** | **Revised Amount in****[insert currency]** |
|  |  |  |
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|  |  |  |
| **Grand Sum** |  |  |
| **Change in contract price (%) as per Amendment** |  |  |
| **Cumulative change in original contract price (%)** |  |  |

1. **New Items on BoQ**The BoQ table of corresponding works shall be given here.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | **Amount** |
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|  |  |  |  |  |  |
| **Total** |  |

The price analysis and justification of new BoQ items shall also be given here.

1. **Amended Items on BoQ**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Original Quantity** | **Revised Quantity** | **Original Rate** | **Adjusted Rate** | **Amount in the Contract** | **Revised Amount** |
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| **Total** |  |  |

1. **Other terms**

 Annexes of the amendment:

|  |  |
| --- | --- |
| **Number** | **Title of supporting documents** |
| 1 | Justification report of the amendment, including a value for money analysis |
| 2 | CV of personnel |
| 3 | Total implementation plan, work schedule |
| 4 | Variation Orders, additional cost etc |
| 5 | Other supporting documents |

**Guidance For Preparation of Amendment**

**1.** When preparing this Amendment, it is very important to assess thoroughly the various implications and to link them to relevant provisions of the original Contract being amended.

**2.** This template is only suitable for use when the bidding process is based on the IsDB’s Standard Bidding Document for Small Works.

**3.** It is suggested to consider describing the following, as applicable in the table provided above:

* The contract data
* The physical and financial status of contract
* The rationale for proposed contract amendment including the reason for which a fresh competitive procurement exercise for the additional scope is not being proposed
* Assessment of Contractor’s performance to date
* Brief description and amounts of previous Contract Amendments (if any)
* If the time for completion is proposed to be extended, then needs to explain it will be within original Last Disbursement Date (LDD) or not
* If it is not first extension, then the number of past extensions and the cumulative period of such extensions.

**4.**  The amendment format is used, for instance, when there are:

* Changes to the scope of Works
* Modify or waive terms and conditions without a corresponding change in the original contract amount
* Modify or waive terms and conditions with corresponding decrease or increase in the original contract amount
* Material extension of duration of the Contract for performance; extension of the stipulated time for execution of a contract that has an impact on the planned completion time of the project.

**5.** Contract amendments include but is not limited to: changes to the cost and schedule of payments, and any other relevant provision(s) (e.g., duration of Contract, additional responsibilities of Contractor, special provisions, etc.).

**6.**  General suggestion for OTL/PMS to consider: seeking and obtaining the IED’s endorsement before providing NOL to any contract amendment (requesting to change the Contractor’s legal business name) involving a sanctioned firm or individual to ensure that the contract amendment is not considered an attempt to circumvent sanctions

**7.** Rechecking eligibility by the EA and the Bank

* If relevant, note the date of all previous amendments. If the contract has not been amended previously, remove bracketed text.
* Clauses 36 and 37 or any other relevant Clause.
* Briefly describe the purpose of the amendment, for example, “to extend the Intended Completion Date”. If the amendment is for more than one thing, then list the various reasons for amending the contract, for example “to extend the Intended Completion Date and to change contract price, etc.”
* Sub-Clause 35.1 for admeasurement contracts, sub-Clause 35.2 for lump sum contracts,
* In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”
* Complete with “Variation Order No …” and/or “change in contract price because of increase in provisional sum for price adjustment”.
* In lump sum contracts, delete “BoQ” and replace with “Activity Schedule.”
* If there is not any VO for new item(s), please delete.
* If there is not any VO, please delete.
* Rate in the Contract.
* Changes in the contract price brought about by the application of the price adjustment mechanism specified in the contract are not considered as contract amendments (if no changes in agreed price adjustment provisions, price adjustment formula or items are proposed, and also in case provisional-sum/contingency covers the price adjustment).