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EAST KILBRIDE
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Telephone: East Kilbride
Directline:

File Ref: PO6956

Your Ref:

Date: 19th September 2017

Contract Amendment No: 2

CALL DOWN CONTRACT FOR: Transparency, Accountability and Right to Information Fund Project – Bangladesh.

CONTRACT NUMBER: PO6956

With reference to the contractual letter dated 10th April 2015 (as most recently amended by the letter dated 29th February 2016) whereby your firm was engaged to carry out the Terms of Reference as set out at Annex A of the contract, I confirm that the UK Government wishes to make the following further amendments to the letter of 10th April 2015, in accordance with your revised Implementation Budget v03 dated April 2017:

Section 4, Appendix A, Paragraph 3 – Financial Limit

Delete: £8,956,325

Insert: £8,956,137

Section 4, Appendix A, Paragraph 9 – Acceptance of Planned Milestones

Insert (as final paragraph):

“Implementation Phase milestones have been agreed and formally incorporated by way of Contract Amendment No 2. Due to the flexible and adaptive nature of the programme, there is a need for adequate provision to deal with variations on an ad hoc basis without affecting the service delivery. Any such changes that impact the Payment Schedule will be agreed and recorded with DFID in writing, before implementation of the change. The Payment Schedule Variations shall be deemed to have been effective on the date of written approval from DFID, (the “Effective Variation Date”) with any necessary revisions to the Payment Schedule being formally captured with the next request for formal amendment. This should be monitored and managed as a standing agenda item in the routine monthly progress meetings, collaboratively with DFID Bangladesh.”

Section 4, Appendix A to Annex B – Schedule of Prices

Section 1

Insert (last sentence):

“For the avoidance of doubt, invoices should be submitted on the following payment basis:

From the Start Date to 31st January 2016 invoices shall be submitted on a Milestone Payment Basis (Inception Phase)

From the 1st February 2016 to 31st March 2017 invoices shall be submitted based on actual costs (Implementation Phase)

From the 1st April to the End Date invoices shall be submitted on a Milestone Payment Basis (Implementation Phase).”

Section 2, Paragraph 1

Delete: In Toto

Insert: Revised Paragraph 1:

*“The amount to be paid for the completion of the services is fixed at **£8,956,137**. Of this, Inception Phase costs shall not exceed, £587,699 and Implementation Phase costs shall not exceed £8,368,438. Therefore, the outstanding sum of £147,515 (for satisfactory completion of the Inception Report) has been rolled over to the Implementation Budget effective on 1st February 2016 and can be claimed accordingly.”*

Delete: Paragraph 2, Table

Insert: Paragraph 2, revised Table

Section 4, Appendix A to Annex B – Schedule of Prices - Proformas

Insert: Revised Schedule of Prices (Implementation Phase)

2. This amendment relates to the transition from Inception to Implementation Phase incorporating a revised Implementation Phase Budget and associated Payment by Results Schedule, in accordance with the PO6956 Terms and Conditions. There is a reduction of £188 due to an agreed re-profiling of personnel days.

The Implementation Phase Proformas shall come into effect on the following dates:

Pro Forma 1: Implementation Phase Personnel Inputs and Fee Rates: 1st January 2017

Pro Forma 2: Implementation Phase Project Expenses: 1st January 2017

Pro Forma 3: Summary of Fee Rates and Expenses: 1st February 2016

Pro Forma 4: Implementation Phase Milestone Payment: 1st April 2017

All other Terms and Conditions of this contract remain unchanged.

3. Please confirm in writing by signing and returning one copy of this letter, within 15 working days of the date of signature on behalf of DFID that you accept the amendment set out herein.

4. Please note the provision in the contractual letter, that the financial limit of the UK Government's liability to the Supplier under this engagement shall not exceed the sum specified, unless the amount of any such excess has been agreed by the Department for International Development in writing before the Supplier takes any action which might result in the financial limit being exceeded.

For and on behalf of the

Name:

**Secretary of State
for International Development**

Position: Procurement and Commercial Specialist

Signature:

Date:

For and on behalf of

Name:

British Council

Position:

Signature:

Date: