

DAI (Europe) Ltd
63 Gee Street
2nd Floor,
London EC1V 3RS

Procurement Group, Abercrombie House,
Eaglesham Road, East Kilbride,
Glasgow, G75 8EA

Direct Line: [REDACTED]

Email: [REDACTED]

20th July 2016

Contract Amendment No 4

Our Ref: PO 5564

CONTRACT FOR: Democratic Governance Support Programme (DIALOGO)

CONTRACT NUMBER: PO 5564

With reference to the contractual letter dated 20th December 2011 (as most recently amended by the letter dated 28 February 2013), whereby your firm was engaged to deliver the Terms of Reference at Section 3 of that letter, I can confirm that the UK Government wishes to make the following further amendment to the letter of the 20 December 2011:

Section 1

Commencement and duration of service

Delete : 28 February 2017 (the end date)

Insert : 31 December 2017 (the end date)

Financial Limit

Delete : £7,987,196.71

Insert : £9,484,127.71

Section 3

Terms of Reference

Replace with enclosed document at Annex C ' Updated DIALOGO ToR'

Annex C ' Updated DIALOGO ToR' is to be read in conjunction with document at Annex A –' Dialogo Technical Extension_Final!17.06.2016' and document at Annex B – 'DIALOGO Commercial Extension_Final_27.06.2016'



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Please confirm in writing by signing and returning one copy of this letter that you accept the amendments set out herein.

Please note the provision in the contractual letter that the financial limit of the UK Governments liability to the Consultants under this engagement shall not exceed the sum specified unless the amount of any such excess has been agreed by the Department of International Development in writing before the Consultants take any action which might result in the financial limit being exceeded.

For and on behalf of the
Secretary of State
for International Development

Name:

Position: Procurement Manager

Signature:

Date:

For and on behalf of
DAI (Europe) Limited

Name:

Position:

Signature:

Date:

Attached;

Annex A
Annex B
Annex C

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- 1) The terms of this contract amendment to PO5564 will start from September 1st 2016 and will extend until the 31st December 2017.
- 2) To support the delivery of additional project activities as referred in both the revised Technical Proposal received from DAI dated the 17th June 2016 (Annex A) and as referred in the revised commercial proposal received from DAI dated the 27th June 2016 (Annex B). Where the list of Technical project activities between Annex A and Annex B contradict or differ, then Annex A will take precedence.
- 3) As per Annex B, the contract amendment contract value will be a maximum of £1,496,931
- 4) Annex B refers to the agreed number of days, fee rates, expenses and project activity budgets to support the contract amendment requirements and to support the delivery of the agreed activity list within Annex A.
- 5) Annex B includes 185 days of Short-Term TA Flexible Facility expertise (up to a value of £69,975) that can only be utilised for additional project activities over and above those referred in Annex A by the express joint agreement of both parties.
- 6) An updated contract PO5564 Terms of Reference (Annex C) has been included within this contract amendment. Annex C reflects the ultimate scope and objectives of PO5564 contract, but it is the activities within Annex A that must be delivered to achieve the outputs and scope within the Terms of Reference Annex C.
- 7) The scope of activities within Annex A can be amended with the express agreement of both parties.
- 8) Individual budget and cost lines within Annex B can be adjusted up to a maximum of 15% of their contract value by DAI without needing permission from DFID. Any budget changes over and above 15% must have the express permission of DFID. Even if individual budget lines are adjusted the overall maximum ceiling value of the contract PO5564 remains the same and the scope of activities as referred in Annex A remains the same.
- 9) From September 1st 2016, the contract will become known as a 'Milestone Based Payment Profile' contract in that payments will be made against agreed milestones against an agreed activity plan that then link to the contract Log-Frame. Payment frequency will remain quarterly, but with the final payment being due within one month of the expiry date of the contract. Milestone payment profiles will be agreed every six months, or as appropriate and will include a payment forecast. The Milestone payment profile for the period from September 1st until March 31st 2017 will be agreed by both parties prior to the contract amendment start date of September 1st 2016.
- 10) DAI will work alongside DFID to update and re-develop contract PO5564 Log-Frame to reflect the updated Terms of Reference (Annex C) and the new Activity List (Annex A) prior to the contract amendment start date of September 1st 2016.

For the sake of clarity all other contract terms within the original contract PO5564 remain.

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