



Prot. No. AICSY-OUT- ၇၇၇၇၇ - ၂၀၁၈ - ၁၂ - ၁၇

**FIRST ADDENDUM TO THE SERVICE CONTRACT WITHIN THE PROJECT “SUPPORT TO
THE ODA COORDINATION IN MYANMAR: CAPACITY DEVELOPMENT OF DONOR
COORDINATION (CAD-MM) -AID 11087”**

CIG (BID CONTRACT IDENTIFICATION No.): 7512535400

BETWEEN AICSY AND EDULINK

This First Addendum (“Amendment”) to the Service Contract within the Project “**Support to the ODA Coordination in Myanmar: Capacity Development Of Donor Coordination (Cad-Mm) -Aid 11087” Cig (Bid Contract Identification No.): 7512535400**, between Strategic Synergy Co. Ltd. (trading name “Edulink”), represented by the Representative The’ Poh Poh Tun, and The Italian Agency for Development Cooperation in Yangon (“AICSY”), represented by the Director Eng. Maurizio Di Calisto, is dated effective as of the later of 12/09/2018 or date fully executed by both parties (“Effective Date”), and is entered into by and between AICSY (the “Contracting Authority”), and Edulink (the “Service Provider”).

The Contracting Authority and the Service Provider entered into that certain contract between AICSY and Edulink dated effective 12/09/2018 (the “Contract”).

In accordance to the Art. 20 – FINAL PROVISION- of the Contract, it is stated that a written request was submitted by the Service Provider on December 7th, 2018 (rfr. Prot. No. AICSY-IN-453-2018-12-07) and that the above-mentioned request together with the following written consent of the Contracting Authority (rfr. Prot. No. AICSY-OUT-912-2018-12-07), are hereby attached to this Amendment (Annex 1).

1. The Contracting Authority and the Service Provider now desire to amend, and hereby amend, the terms of the Contract as set forth below:

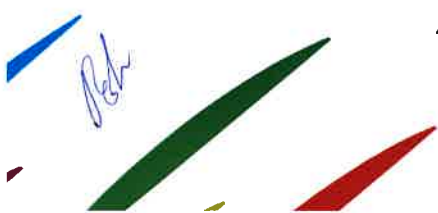
- “**ANNEX II- TECHNICAL AND ECONOMIC OFFER**”, attached to the Contract, is hereby replaced to the Contract in its entirety and shall hereafter be and read as provided in “**ANNEX II- TECHNICAL AND ECONOMIC OFFER**”, attached to this Amendment and incorporated for all purposes.
- “**ANNEX III- Timeline chart**”, attached to the Contract, is hereby replaced to the Contract in its entirety and shall hereafter be and read as provided in “**ANNEX III- Timeline chart**”, attached to this Amendment and incorporated for all purposes.
- **ART. 7- DURATION OF THE CONTRACT AND PENALTIES**, is hereby amended as following:

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«The duration of the Contract is 14 (Fourteen) months, starting from the official Notice to Commence that will be sent by the Contracting Authority to the Service Provider following the countersignature of the Contract.

The duration of the Contract may be extended following a written and duly justified request presented by the Service Provider to the Contracting Authority.

The Contracting Authority will evaluate the request and will inform the Service Provider whether an extension period could be granted or not.

Without prejudice to the application of other remedies laid down in the Contract, the Contracting Authority will retain the right to apply the following penalties in the observance of the fulfillment of the activities foreseen in the present Contract and whenever they will be only and exclusively ascribed to the responsibility of the Service Provider.

If the Service Provider fails to carry out the activities indicated in the present Contract and its Annexes within the lead time stipulated, the Contracting Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.2 % of Contract value for each day of delay until actual delivery, up to maximum deduction of 10% of Contract value. »

Therefore, “ANNEX II- TECHNICAL AND ECONOMIC OFFER” to the Contract is replaced by “ANNEX II- TECHNICAL AND ECONOMIC OFFER” as amended by this Amendment and any reference in the Contract to ANNEX II- TECHNICAL AND ECONOMIC OFFER shall be intended and read as a reference to ANNEX II- TECHNICAL AND ECONOMIC OFFER here attached.

“ANNEX III- Timeline chart” to the Contract is replaced by “to the Contract is replaced by “ANNEX III- Timeline chart” as amended by this Amendment and any reference in the Contract to ANNEX III- Timeline chart shall be intended and read as a reference to ANNEX III- Timeline chart here attached.

And Art. 7- DURATION OF THE CONTRACT AND PENALTIES is replaced by the Art. 7- DURATION OF THE CONTRACT AND PENALTIES of the amendment above.

2.Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Contract.

3.This First Amendment embodies the entire agreement between the Contracting Authority and the Service Provider with respect to the amendment of the Contract. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern.

4.Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Contract, the purpose of this Amendment being simply to amend and ratify the Contract, as hereby amended and ratified, and to confirm and carry forward the Contract, as hereby amended, in full force and effect.





This Amendment shall be construed and governed by the applicable Italian Law.

IN WITNESS WHEREOF, the Contracting Authority and the Service Provider have executed and delivered this Amendment effective as of the Effective Date.

Yangon,

For Strategic Co. Ltd, (trading name Edulink)

The Representative, The Poh Poh Tun



For the Italian Agency for Development
Cooperation

The Director, Eng. Maurizio Di Calisto



