

CALL DOWN CONTRACT

Framework Agreement with: Cardno Emerging Markets (UK) Ltd

Framework Agreement for: **CPG/798/2015 THE CONFLICT STABILITY AND SECURITY FUND**

Call-off Contract For: Supporting Partnerships for Accountability and Civic Engagement (SPACE): Civic Engagement Support Facility

Call-off Contract Purchase Order Number or reference number: PO 7959

I refer to the following:

1. **The above mentioned Framework Agreement**
2. Your proposal of 12th May 2017

and I confirm that DFID requires you to provide the Services as stated in the attached Statement of Requirement and, under the Terms and Conditions of the Framework Agreement which shall apply to this Call-off Contract as if expressly incorporated herein.

3. **Commencement and Duration of the Services**

3.1 The Supplier shall start the Services no later than **15th August 2017** (“the Start Date”) and Services shall be completed by **31st December 2021** (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

3.2 DFID has approved the workplan and milestones for the inception period, to be completed within six months of commencement, which is the first contract break point. There is a second contract break point after 18 months of the Phase One Implementation.

3.3. Continuation from inception to Phase One Implementation is dependent upon supplier performance, continued demonstration of value for money and approval of the workplan and financial plan by DFID. Final outputs need to be submitted to DFID one month in advance of the end of the inception period, to enable appraisal by the Programme Team, and the processing of requisite contract amendment.

4. Recipient

4.1 Authority requires the Supplier to provide the Services to the people of Myanmar (“the Recipient”).

5. Financial Limit

5.1 Payments under the full Call-off Contract shall not exceed £3,999,979 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Statement of Requirements and schedule of Prices and Rates.

5.2 The approved inception workplan will not exceed £378,081.15, as outlined in the Supplier’s proposal

5.3 The Financial Limit includes £ 70,004.00 which has been ring-fenced to account for the provision of the Flexible Drawdown Facility that supports outputs that are additional to the agreed outputs. Written consent is required prior to the use of this fund,

6. Milestone Payment Basis

6.1 Where the applicable payment mechanism is "Milestone Payment", payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 15 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

6.2 The modalities of payment beyond inception will be agreed in the Phase One Implementation plan, and reflecting in subsequent amendment to this contract.

7. Officials

- 7.1 The Authority Project is: [Redacted]
- 7.2 The Contract Officer is: [Redacted]

8. Key Personnel

- 8.1 The following of the Staff cannot be substituted by the Supplier without the Calling-Off body's prior written consent:
- [Redacted]
- 8.2 Written consent is required prior to the appointment of Staff to any vacant or additional roles. The Supplier should provide the CV of the proposed individual and explain their recruitment methodology and how the selection of team members has been tailored to ensure best value.

9. Sub-Contractors

- 9.1 The Supplier has DFID's consent to appoint the following sub-contractors:
Pact
Mercy Corps

10. Reports

- 9.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Attachment 2

11. Duty of Care

- 10.1 Unless otherwise agreed, all Staff (as defined in Section 2 of the Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.
- 10.2 Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the call-off Authority in respect of:
- Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Staff, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-off Contract;

- Any claim, howsoever arising, by the Staff or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.
- 10.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Staff, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 10.4 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- 10.5 Where the Call-off Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the Terms of Reference/Statement of Requirements.

11. Call-off Contract Signature

- 11.1 If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at clause 7 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

For and on behalf of
The Secretary of State for
Foreign and Commonwealth Affairs

Name:

Position:

Signature:

Date:

For and on behalf of Cardno Emerging
Markets (UK) Ltd

Name:

Position:

Signature:

Date

Please use the following embedded call-down Terms and Conditions.



FCO Terms and
conditions.doc