



Foreign, Commonwealth & Development Office



Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Pegasys Limited

Framework Agreement for: International Multi-Disciplinary Programme (IMDP)

Framework Agreement Purchase Order Number: PO 8373

Call-down Contract For: Feasibility Study for the Climate Adaptation Water and Energy Infrastructure Programme (CAWEP) – Zimbabwe

Contract Purchase Order Number: PO 10057

I refer to the following:

1. The above-mentioned Framework Agreement dated 30 April 2019
2. Your proposal of 04 May 2020.

and I confirm that FCDO requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 09 November 2020 ("the Start Date") and the Services shall be completed by 31 December 2021 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the FCDO Zimbabwe ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £969,527 ("the Financial Limit") inclusive of all applicable taxes as detailed in Annex B.



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4. Officials

FCDO

REDACTED

Supplier

REDACTED

5. Key Personnel

REDACTED

6. Reports

- 6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

7. Duty of Care

- 7.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:
- I. 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 whilst travelling.
 - II. 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 FCDO in respect of:
 - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
 - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
 - III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, 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.
 - IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down 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.
 - V. Where FCDO is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.



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8. Limitation of Liability

- 8.1 The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

Supplier's Limit of Liability for the purposes of Clause 35.2 shall be the Financial Limit of the Contract.

Where FCDO has inserted a figure in this paragraph 8, then the reference to Financial Limit in Clause 35.2 shall instead be a reference to the limit of liability set out here.

9. Monitoring of Call-down Contract Performance

- 9.1 The Supplier shall comply with the performance monitoring conditions set out in Annex A.

10. Commercial Caveats

- 10.1 The following commercial caveats shall apply:
- Fees will only be paid for productive days or whilst travelling at FCDO's request.
 - FCDO will not pay for a day of rest following travel, either Overseas or in the UK.
 - FCDO will only pay for security services which have been mutually agreed in advance and at cost.
 - FCDO will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
 - Rented accommodation should be used whenever possible and in particular for Long Term visits.
 - Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
 - Receipts must be retained for all expenses.
 - As detailed elsewhere in the tender documents, FCDO will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

11. Call-down Contract Signature

- 11.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Call-down Contract void.



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

Name:

Position:

Signature:

Date:

For and on behalf of

Pegasys Europe Limited

Name:

Position:

Signature:

Date: