

Section 4 Appendix A

**CALLDOWN CONTRACT**

**Framework Agreement with: Cardno Emerging Markets UK Ltd**

**Framework Agreement for: DFID Wealth Creation Framework Agreement**

**Framework Agreement Purchase Order Number: PO 5929**

**Call-down Contract For: Supporting Sustainable Artisanal Mining in Rwanda (SSAMIR)**

**Contract Purchase Order Number: PO 7714**

I refer to the following:

1. The above mentioned Framework Agreement dated 28 January 2013
2. Your Technical and Commercial proposal of 3 October 2016
3. PTC table of clarifications dated 31 January 2017

and I confirm that DFID 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 **3 April 2017** ("the Start Date") and the Services shall be completed by **3 April 2020** ("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 DFID requires the Supplier to provide the Services as defined in Section 4 Appendix A Annex A ("The Services") to the recipient's as identified in Section 4 Appendix A Annex A ("the Recipient").

**3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed **£4,246,681** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

**28. Milestone Payment Basis**

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and 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 DFID.
- 28.2 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 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

#### **4. Payment**

Payment for the Services will be made in accordance with Section 4, Annex B on the following basis;

- 4.1 Milestone Payments will be made based on satisfactory achievement of deliverables which will be verified and approved by DFID, at payment points defined in Section 4, Annex B.
- 4.2 Expense Payments will be made monthly in arrears based on actual expenditure incurred as verified by receipts. The expenses are listed as indicative of an expense ceiling: DFID will reimburse costs up to this value only.
- 4.3 Flexible Fund (FF) payments should be forecasted and will be paid on a quarterly basis on actual expenditure incurred as verified by receipts. DFID approval will be required to trigger any flexible fund expenditure (i.e. giving a 'no-objection on use of funds'). The FF approval process will be further explored during inception, where payments will be linked to the overarching milestone schedule to ensure FF activities contribute to and are assessed against programme outputs.

#### **5. DFID Officials**

- 5.1 The Project Officer is:

[REDACTED], Private Sector Development Adviser, DFID Rwanda  
Tel: [REDACTED]

- 5.2 The Contract Officer is:

[REDACTED], Procurement and Commercial Officer  
Tel: [REDACTED]

#### **6. Key Personnel**

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

[REDACTED]

## **7. Reports**

- 7.1 The Supplier shall submit project reports in accordance with paragraph 28 of the Section 4 Appendix A Terms of Reference.

## **7. Duty of Care**

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 DFID 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 DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

## **8. Sub-Contractors**

- 8.1 Cardno Emerging Markets UK Ltd has permission to sub-contract with the following organisations:
- Pact
  - Project-Consult GmbH
  - Women In/And Mining Organization (WIAMO)

## **9. Extension Options**

- 9.1 Flexibility and adaptability is required in terms of extension options in order to respond accordingly to programme need. DFID may choose to extend the contract by up to a further 12 months, or alternatively, scale back to respond to changing requirements.

## **10. Break Points**

- 10.1 The contract must have adequate provision for variation to adapt to changes that occur during the life of the Programme. DFID shall, as a conditioning of proceeding from the Inception phase to Implementation phase, have the right to request changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect changes in circumstances, policies or objectives relating to or affecting the Programme.
- 10.2 The key contractual review points for the Programme and Contract are as described in the Section 3 Terms of Reference, i.e. at the end of the inception phase, where the supplier will be required to submit an Inception Report for DFID approval. Proceeding to the implementation phase is dependent on DFID judging the satisfactory performance of the Supplier, delivery of inception deliverables and the continuing needs of the programme; failure to meet these standards will result in contract termination. Additionally the Contract Review may signal a restructuring of the Terms of Reference, timeframes or the scale or scope of work in particular areas.

## **11. Branding**

- 11.1 The Supplier will collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding. The Partner will explicitly acknowledge DFID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's "UK aid – from the British people" logo ('UK aid logo') in accordance with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID and in all cases subject to security and safety considerations of the Partner.
- 11.2 The Supplier will provide a visibility statement of how and when they will acknowledge funding from DFID and where they will use the UK aid logo, which should be approved by DFID. The Supplier will include reference to this in its progress reports and annual reviews.
- 11.3 Suppliers may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from DFID should be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

## **12. Call-down Contract Signature**

- 12.1 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 DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.



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

Name:

Position:

Signature:

Date:

For and on behalf of  
Cardno Emerging Markets UK Ltd

Name:

Position:

Signature:

Date: