

CALLDOWN CONTRACT

Framework Agreement with: Crown Agents

Framework Agreement for: **CPG/798/2015 THE CONFLICT STABILITY AND SECURITY FUND – Lot 1 – Governance, Security and Justice**

Call-off Contract For: **Support to the National School of Government International NSGI Kyrgyzstan**

Call-off Contract Purchase Order Number or reference number: **PO 7681**

I refer to the following:

1. **The above mentioned Framework Agreement**
2. **Your proposal of 7<sup>th</sup> September 2016 and email dated 10<sup>th</sup> November 2016 and attachment.**

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 **16<sup>th</sup> November 2016** (“the Start Date”) and Services shall be completed by **15<sup>th</sup> November 2017** (“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.

**4. Recipient**

4.1 Authority requires the Supplier to provide the Services to the **NSGI/DFID** (“the Recipient”).

**5. Financial Limit**

5.1 Payments under this Call-off Contract shall not, exceed **£113,189** (“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.

## 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.

## 7. Officials

7.1 The Authority Project/Contract Officer is:

The Programme Manager is:

## 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:

Title	Name

## 9. Reports

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

## 10. Break Points

10.1 The contract will be issued for the full period but subject to satisfactory performance of the service provider.

10.2 There will be a break point in the contract at the end of March 2017 when the current MoU is due for renewal. If the MoU is not renewed for any reason then the contract will be terminated at no further cost to DFID.

## 11. Duty of Care

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

## 12. Call-off Contract Signature

12.1 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  
Department of International Development

Name:

Position:

Signature:

Date:

For and on behalf of Crown Agents

Name:

Position:

Signature:

Date