

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Upper Quartile Limited

**Framework Agreement for: DFID Global Evaluation Framework Agreement:
Schematic Area: Infrastructure**

Framework Agreement Purchase Order Number: PO 5859

**Call-down Contract For: Service Provider for the Energy Security and Resource Efficiency
Programme (ESRES): Real Time Learning Process**

Contract Purchase Order Number: PO 7123

I refer to the following:

1. The above mentioned Framework Agreement dated 28th August 2012;
2. Your proposal of 9th October 2015

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 19th October 2015 ("the Start Date") and the Services shall be completed by 19th April 2018 ("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 to The ESRES Phase 1 implementing partner (Mott MacDonald Ltd.), the Government of Somaliland and the Independent Power Providers (IPPs) in Somaliland ("the Recipients").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £703,901 ("the Financial Limit") and is inclusive of any Somaliland government tax, if applicable.
- 3.2 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.

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. DFID Officials

4.1 The Project Officer is: XXXXXX

4.2 The Contract Officer is:

XXXXXX

Department for International Development

Telephone: XXXXXX

5. Key Personnel

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

- Team Leader - XXXXXX
- Research Manager – XXXXXX
- Somaliland Political Economy expert – XXXXXX
- Fieldwork Manager – XXXXXX

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

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. Breakpoints and Contract management

8.1

The key review points for the programme and contract are at stages as described in the Terms of Reference (TOR) and as detailed here:

- (i) At the end of the 3 month Inception phase, there will be a contract break point to review Inception Outputs. Progress to the Implementation Phase will be subject to the satisfactory performance of the service provider, delivery of Inception outputs and the continuing needs of the Programme.
- (ii) At the 3 month inception phase breakpoint there will also be a review of the Team Leaders performance. The team leaders retention into implementation and agreed daily rate will be subject to DFID agreement. Should the team leader not be retained the service provider will propose a suitably qualified replacement who will be available for Implementation.
- (iii) There will be a further break point half-way through the contract after the first annual review to allow an on-going assessment of the successful operation of the RTL work and progress against objectives.

- 8.2 The supplier understands that forming a strong working relationship with the main ESRES service provider is crucial to the success of this programme. Collaboration is expected and where possible synergies and efficiencies should be sought.

9. Call-down Contract Signature

- 9.1 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: 12 October 2015

For and on behalf of

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Name:

Position:

Signature:

Date: