

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: British Council

Framework Agreement for: Governance & Security Framework

Framework Agreement Purchase Order Number: PO 5672

Call-down Contract For: Transparency, Accountability and Right to Information Fund Project

Contract Purchase Order Number: PO 6956

I refer to the following:

1. The above mentioned Framework Agreement dated 24 February 2012 and as subsequently amended 12 March 2015;
2. Your proposal of 25th November 2014, as amended in the Technical Clarification Letter dated 5th February 2015, the Clarification Letter to the Commercial tender dated 20th February 2015 and in the Clarification to the Commercial tender dated 25th February 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 13th April 2015 ("the Start Date") and the Services shall be completed by 12th 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 Bangladeshi civil society and the Government of Bangladesh ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed £8,956,325 ("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 substitute Clause 28.1 of the Framework Agreement.

28. Milestone Payment Basis

- 28.1 Where the Parties have agreed in the Schedule of Prices that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the schedule of prices as

detailed in the Schedule of Prices which may relate to the achievement of specific predefined milestones, dates or acceptance and shall be inclusive of all Supplier costs.

4. DFID Officials

4.1 The Project Officer is:

x

4.2 The Contract Officer is:

x

5. Key Personnel

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

x

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A, and in accordance with the Schedule of Prices at Annex B.

7. Contract Break Points

There will be a break point after the completion of the first year of this contract.

8. Variations to the Contract

DFID will have the right to request changes to the contract, including services, the terms of reference and the contract cost to reflect lessons learned, identified efficiencies or change in circumstances, policies or objectives relating to or affecting the programme. This includes the provision to scale up or down the scope of work, providing these changes fall within the existing scope of work. The contract will have an option to extend for a further 2.5 years, subject to both the satisfactory performance of the programme and the supplier.

DFID will also have the right to terminate the contract at any point where it has strong justification that the programme is not delivering the intended and material results and/ or does not offer value for money to DFID.

9. Acceptance of Planned Milestones

Due to the nature of the programme, the Contract must have adequate provision for variation to adapt to changes that may occur in the life of the programme. Milestones for payment are defined for the inception phase, with milestones for the remainder of the Contract to be further defined during the Inception Period and agreed by DFID before progressing to Implementation.

DFID shall, as a condition of proceeding with the current proposed milestones, have the right to review and request changes to the milestones, to ensure the proposed approach supports continued delivery of Value for Money, and will proceed into implementation of the Contract only when fully satisfied with the refined milestones.

10. Verification of Completed Milestones

Payment of deliverables will be based on DFID's acceptance of the corresponding deliverables set out in Annex B. Payment should be requested only when deliverables are fully completed by the Supplier. If, for reasons outside the control of the Supplier, a deliverable will not be fully achieved within the identified timeframe, DFID must be informed immediately. If it is agreed only partial completion is possible due to external circumstances, DFID will consider level of effort to date in identifying the sum of payment due for the milestone.

Upon receipt of notification of completed deliverables, DFID shall have up to 10, or otherwise mutually agreed, working days to confirm either acceptance of the deliverables, advise of any changes required before acceptance can be confirmed, or rejection should the deliverables be unsatisfactory. In the event of requiring additional time to review, DFID shall confirm a reasonable extension to this period. If any deficiency is identified, DFID will inform the Supplier in writing of the reason for rejection and remedial actions are to be proposed by the Supplier and agreed by DFID.

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 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: x

Position: Procurement & Commercial Manager

Signature:

Date: 10 April 2015

For and on behalf of

Name:

British Council

Position:

Signature:

Date: