

## CALLDOWN CONTRACT

**Framework Agreement with: Adam Smith International**

**Framework Agreement for: General Economic Development Framework**

**Framework Agreement Purchase Order Number: PO 8126**

**Call-down Contract For: Private Sector Development Programme: Market Systems Development – ELAN 1.2**

**Contract Purchase Order Number: PO 8504**

I refer to the following:

1. The above-mentioned Framework Agreement dated **8<sup>th</sup> February 2019**;
2. Your proposal of **29 April 2019**, and **subsequent clarification responses received on 7 June 2019**

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 **29 July 2019** ("the Start Date") and the Services shall be completed by **28 July 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 DFID requires the Supplier to provide the Services to private sector, financial institutions and not-for profit organisations or partnerships thereof within Democratic Republic of Congo ("the Recipient").

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not exceed **£8,000,000** ("the Financial Limit") and is inclusive of any government tax, if applicable, as detailed in Annex B, table 4. 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 criterion 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, the Supplier shall indicate 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:

, DFID DRC

4.2 The Contract Officer is:

. DFID Procurement & Commercial Department

#### 5. Key Personnel

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

Position / Role	Name
Programme Team Leader	
Programme Deputy Team Leader	
Thematic Lead - Finance and Investment	
Thematic Lead - Rural Development	
Thematic Lead - Climate Change and Environmental Services	
Thematic Lead - Industry	
Thematic Lead - Gender	
Thematic Lead - Fragility and Conflict	
Thematic Lead - Humanitarian, Emergency, Risk Management	
Senior Programme Manager	
Project Director	
Programme Manager	
Communications Advisor	

5.2 At the point of contract award, for any positions listed in the table above as 'TBD' the Supplier shall ensure suitable staff are recruited in good time, and that the quality of programme requirements is not adversely affected while recruitment is taking place.

5.3 The Supplier shall seek approval from DFID on the appointment of any new or replacement staff under all of the above positions/roles. Newly appointed staff will match the level of technical expertise and daily rate as proposed in the supplier's original tender response.

## **6. Reports**

6.1 The Supplier shall submit project reports in accordance with the 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. Extension Options**

8.1 The contract includes an option to extend by up to an additional 12 months in duration and an additional £4,000,000 in value.

### **8.2 End date of extension period**

28 July 2022

### **8.3 Minimum written notice to supplier in respect of extension.**

6 months

## **9. Closure**

9.1 There will be a minimum 3-month closure period during which the suppliers will responsibly close down the programme in accordance with the Terms of Reference.



## 10. Call-down Contract Signature

- 10.1 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

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Name:

Position:

Signature:

Date: