

## **CALLDOWN CONTRACT**

**Framework Agreement with: Marie Stopes International**

**Framework Agreement for: DFID Reproductive Health Framework Agreement**

**Framework Agreement Purchase Order Number: PO5555**

**Call-down Contract For: Tanzania Family Planning Outreach Phase II – Lot 1**

**Contract Purchase Order Number: PO 6655**

I refer to the following:

1. The above mentioned Framework Agreement dated 1 September 2011;

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 13 November 2014 ("the Start Date") and the Services shall be completed by 30 September 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 The principal recipient of these services will be the poor, rural women and girls of Tanzania.

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not exceed £14,498,000 ("the Financial Limit") and is inclusive 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 and in accordance with the Terms of Reference.

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.

Milestones that are partially achieved will be paid according to their level of achievement, and only after approval by DFID, in accordance with the commercial schedules at Annex B of this contract. If a milestone is not achieved by its due date, the remainder of the full payment or another partial payment may be made at a later date, if that milestone is subsequently completed and only after approval by DFID."

#### **4. DFID Officials**

##### **4.1 The Project Officer is:**

Redacted, Health Adviser, DFID Tanzania, Umoja House, Dar-es-Salaam

##### **4.2 The Contract Officer is:**

Redacted, 4<sup>th</sup> Floor East Wing AH, East Africa Team, Programme Sourcing

#### **5. Key Personnel**

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

**Redacted**

#### **6. Reports**

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

- 6.2 Following on from 6.1 above, it is emphasised through this contract that reporting is required to:**
- a. Confirm coordination between other agencies and stakeholders in the programme
  - b. Demonstrate transparency around donor funding to ensure alignment between them and DFID with regard to shared strategic objectives

#### **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. Break Clauses**

- 8.1 The key breakpoints for the Contract will be at 6 months and 24 months after contract commencement. There will also be the option to exercise breakpoints at programme annual reviews that allow an on-going assessment of the successful operation of the contract and the Programme's progress against objectives. DFID reserve the right to review the continuation of the contract at any one of these breakpoints.
- 8.2 The supplier shall use reasonable endeavours to keep its financial commitments limited to the duration of each phase of the contract to avoid unnecessary expense in the event of early variation or termination of this Contract.

## **9. Key Performance Indicators (KPIs)**

- 9.1 KPIs will be agreed between DFID and the supplier after the first 6 months and before the first annual review, as an additional means to monitor the efficiency and effectiveness of supplier performance in executing Programme deliverables.

**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 5 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: Contract Officer

Signature:

Date: 11 November 2014

For and on behalf of  
Marie Stopes International

Name:

Position:

Signature:

Date: