

## **CALLDOWN CONTRACT**

**Framework Agreement with: Oxford Policy Management**

**Framework Agreement for: DFID Global Evaluation Framework Agreement**

**Framework Agreement Purchase Order Number: PO 5859**

**Call-down Contract For: Evaluation of Kenya Hunger Safety Nets Programme Phase 2**

**Contract Purchase Order Number: PO 6711**

I refer to the following:

1. The above mentioned Framework Agreement dated 14 August 2012;

and I confirm that DFID requires you to provide the Services (as described in the ToR at Annex A, as clarified via post-tender clarification and your subsequent written clarification of 26 November 2014), 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 15<sup>th</sup> December 2014 ("the Start Date") and the Services shall be completed by 30 September 2017 ("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 recipients of these services will be the National Drought Management Agency (NDMA) and DFID Kenya.

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not exceed £1,623,822 ("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 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. In accordance with Terms of Reference including Annex C.

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:  
Redacted, Senior Programme Officer, Poverty, Hunger and Vulnerability team, DFID – Kenya
- 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. If necessary, the ToR will be refined and finalised at the end of the inception phase, and in coordination with the Programme Implementation and Learning Unit (PILU), to reflect the agreed scope of activities and study approach as articulated in the evaluation inception report. Any such changes will have contractual effect once the supporting contract amendment has been agreed with and executed by DFID.

#### **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 review points for the Programme and Contract are at stages as listed below:
  - I. At the conclusion of the 4 month Inception Phase. DFID reserve the right to go back to market if terms cannot be reached for the Implementation Phase.
  - II. At the conclusion of the annual review of the programme in September 2015, to allow an on-going assessment of the successful operation of the evaluation work and progress against objectives.
  - III. This will be followed by further options 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. As such breakpoints are optional, there should be no presumption that the contract will definitely be subject to annual pauses at these scheduled review points
  - IV. DFID reserve the right to review the continuation of the contract at any one of these breakpoints.
- 8.2 It is noted that all intended activities for the Implementation Phase will require to be agreed with DFID at the end of the Inception Phase, on production of robust deliverables as agreed and documented during the post-tender clarifications. The scope and approach for executing the Implementation Phase will be summarised in the Inception report and agreed with DFID, which will thence forth act as the basis for delivery of the contract, once a contract amendment to that effect has been agreed with and executed by DFID as necessary.
- 8.3 The Consultant shall use reasonable endeavours to keep its financial commitments limited to the duration of each phase to avoid unnecessary expense in the event of early variation or

termination of this Contract.

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

- 9.1 In accordance with the Terms of Reference/Scope of Work at Annex A, DFID will agree KPIs with the supplier by the end of the Inception period which will be linked to a percentage of the fees payable under this contract. The percentage will be agreed by the end of the inception phase and is expected to be a minimum of 5% and will be reflected in the commercials agreed for the Implementation Phase at the first breakpoint review.

**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: Redacted  
Position: Contract Officer  
Signature:  
Date: 17 December 2014

For and on behalf of  
Oxford Policy Management

Name:  
Position:  
Signature:  
Date: