

CALLDOWN CONTRACT

Framework Agreement with: DAI Europe Ltd.

Framework Agreement for: CPG/798/2015 THE CONFLICT STABILITY AND SECURITY FUND

Call-down contract For: Consolidating Democracy in Pakistan

Call-down Contract Purchase Order: PO 7748

I refer to the following:

- The above mentioned Framework Agreement
- Your Technical and Commercial Proposal dated 31st October 2016
- Final Commercial proposal as revised on 5th December 2016
- Final PTC Letter dated 6 March 2017
- Revised Commercial Pro-formas dated 28 April 2017

And I confirm that DFID requires you to provide the Services as stated in the attached Terms of Reference and, 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 8 May 2017 ("the Start Date") and Services shall be completed by 22 November 2019 ("the End Date") unless the Call-down Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

1.2 The Inception Period will commence on 22 May 2017 and will end on 22 August 2017.

1.3 The Implementation Period will commence on 23 August 2017 and will end on 22 November 2019.

2. Recipient

2.1 DFID requires the Supplier to provide the Services to the individuals targeted by the intervention in "Consolidating Democracy in Pakistan" designated as "Citizens of Pakistan" ("the Recipient") as defined in paragraph 3.1 of Section 4 Appendix A Terms of Reference.

3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £20,808,133.05 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the

April 2014

Framework Agreement and the Statement of Requirements and schedule of Prices and Rates.

4. Payment

Payment for the Services will be made in accordance with Section 4, Appendix B on the following basis;

4.1 Milestone Payments will be agreed and finalised jointly with DFID during the Inception Phase.

4.2 Expense Payments will be made in arrears based on actual expenditure incurred as verified by receipts. The expenses listed are indicative of an expense ceiling; DFID will reimburse costs up to this value only.

4.3 Fee payments will be made in arrears during the inception phase. The mode of fee payments during Implementation Phase will be agreed and finalised with DFID during the Inception Phase.

4.4 The Fund Payments will be pre-financed and disbursed to Grantees by DAI Europe. Actual expenditure disbursed per funding tranche to each grantee will be jointly agreed upon by DFID and DAI on a needs basis before any payment is made and reimbursed in arrears by DFID.

4.5 The Flexible Technical Assistance Facility will be engaged on a needs basis upon specific agreement and authorisation by DFID. The Technical Assistance expert fees will be paid on a time and materials basis, reimbursed in arrears by DFID upon satisfactory quality assurance of their assignments, as assessed by DFID and DAI jointly.

5. Officials

5.1 The Authority Project/Contract Officer is:

5.2 The Contract Officer is:

6. Key Person

7. Reports

7.1 The Supplier shall submit project reports in accordance with paragraph 13 of Section 4, Appendix A Terms of Reference.

7.2 Changes to the reporting requirements set out at clause 7.1 above will be made only with the prior written agreement of DFID.

8. DFID Statement of Priorities and Expectations for Suppliers

8.1 In line with the Statement of Priorities and Expectations attached at Section 4, Appendix A, Statement of Priorities, throughout the life of the Contract the supplier must be able to demonstrate how they are meeting these expectations.

9. Sub-contractors

9.1 DAI Europe Ltd. have permission to directly sub-contract with the following organisations as part of the consortia under this contract;

- British Council
- PILDAT

9.2 Other than the entities mentioned in section 8.1, DAI Europe will not subcontract or partner with any organization(s) without written consent of DFID. The approval for contracting organization(s) which are to be supported under the funds will have to be sought from DFID by presenting a set of ToRs for engagement and all key contract details including (but not limited to) scope of work, key outputs, duration of contract, number of days of input and human resource required.

9.3 DAI will be responsible for conducting due diligence of all subcontracted partners before engaging with them and map their delivery chains to ensure transparency of funding through the Tiers to the end beneficiaries. This information should then be shared with DFID in line with our transparency requirements.

10. Duty of Care

10.1 Unless otherwise agreed, all Staff (as defined in Section 2 of the Agreement) engaged in connection with the performance of this Call-down Contract will come under the duty of care of the Supplier. 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.

10.2 Unless otherwise agreed, 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 the call-down Authority in respect of:

- Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Staff, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
- Any claim, howsoever arising, by the Staff or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.

10.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Staff, 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.

10.4 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.

10.5 Where the Call-down Authority is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference/Statement of Requirements.

11. Extension Options

11.1 DAI will have to demonstrate flexibility and adaptability in order to respond accordingly to programme need. DFID may choose to extend the contract by up to a further 12 months, or alternatively, scale back to respond to changing requirements.

12. Break Points

12.1 The contract must have adequate provision for variation to adapt to changes that occur during the life of the Programme. DFID shall, as a condition of proceeding from the Inception phase to Implementation Phase, have the right to request changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect changes in circumstances, policies or objectives relating to or affecting the Programme.

12.2 The key review points for the Programme and Contract are as described in the Section 4 Appendix A, Terms of Reference, i.e. at the end of the inception phase where the supplier will be required to submit an Inception Report. Proceeding to the implementation phase is dependent on DFID judging the satisfactory performance of the Supplier in the inception phase, DFID satisfaction of the Inception Report, a continuing requirement for the services, and agreement on work plans and budget for the following period. There will be further breakpoints following each DFID Annual Review and a final breakpoint at March 2019.

13. Programme Management

13.1 Programme management shall be reports in accordance with paragraph 9 of Section Appendix A Terms of Reference. Any changes to activities contained within paragraph 9 will be at the approval of DFID.

13.2 The Supplier will finalise and agree with DFID their flexible and adaptive approach to programme implementation during Inception Phase. This will key deliverable of the inception phase.

13.3 A complete budget breakdown for the inception phase will be developed by the supplier in consultation with DFID during the first month of inception phase. For the Implementation Phase the budget and work plan will be reviewed by DFID and the supplier during the Inception Phase and periodically thereafter to ensure the programme has the flexibility to respond to changes in its context and can be responsive to changing needs.

14. Procurement of Goods and Equipment

14.1 The supplier shall be required to manage the procurement of goods and equipment process.

14.2 The supplier will ensure that procurement of goods and equipment shall:

- (a) be undertaken in accordance with procedures defined and agreed in writing by DFID (DPSA <http://www.dpsa.org.uk/>);
- (b) achieve "Value for Money" defined as the optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner. The procurement may be subject to audit;
- (c) be carried out using strict Due Diligence processes that ensure the protection of DFID's interests and reputation, with particular emphasis on anti-terrorism, anti-corruption and fraud throughout the supply chain;
- (d) be on the basis that the ownership of Equipment shall vest in DFID, and shall be so marked

15. Coordination

15.1 The Supplier shall follow the coordination requirements in accordance with paragraph 15, Section 4 Appendix A.

15.2 The Supplier shall coordinate, capture and track overall results of the programme log frame, including UNDPs results. DFID shall facilitate this during Inception Phase to ensure clarity and accountability for delivery of outputs and timely reporting. Although the Supplier and UNDP will each be responsible for their own performance and reporting, the Supplier will monitor progress and consolidate reporting, updating the log frame as needed throughout the duration of the programme.

16. Branding

16.1 The Supplier will collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding. The Partner will explicitly acknowledge DFID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's UK aid from the British people logo ('UK aid logo') in accordance with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID and in all cases subject to security and safety considerations of the Partner.

16.2 The Supplier will provide a visibility statement of how and when they will acknowledge funding from DFID and where they will use the UK aid logo, which should be approved by DFID. The Supplier will include reference to this in its progress reports and annual reviews.

16.3 Suppliers may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from DFID should be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

17. Intellectual Property Rights

17.1 Any reports or documents prepared by or on behalf of the Supplier relating to the Contract and all intellectual property rights therein shall be the property of the HMG. The Supplier hereby assigns to HMG all intellectual property rights in the above mentioned material generated by the Supplier in the performance of the Contract and waives all moral rights relating to such materials. The foregoing does not apply to any background intellectual property, including any pre-existing proprietary software tools Supplier may use during performance of this Contract or to which Supplier may provide access to the Crown. "Background Intellectual Property Rights" means any Intellectual Property Rights, other than the Intellectual Property Rights that are used in the context of the provision of the Services. All Background Intellectual Property Rights and Software is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property Rights or Software has derived)

18. Call-down Contract Signature

18.1 If the original Form of Call-down Contract is not returned to the Contract/Project Officer (as identified at clause 7 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority 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

For and on behalf of

DAI Europe Ltd.

