

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Palladium International Limited

Framework Agreement for: Governance and Security Framework Agreement

Framework Agreement Purchase Order Number: 5672

Call-down Contract For: Institutions for Inclusive Development (I4ID) programme in Tanzania

Contract Purchase Order Number: 7360

I refer to the following:

1. The above mentioned Framework Agreement dated 1st May 2012;
2. Your proposal of 6th January 2016;
3. Palladium International Limited post-tender clarifications responses 7 March 2016; post-tender clarifications responses 31 March 2016 and post-tender clarifications responses 11 April 2016 and;

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 and incorporating DFID Standard Terms and Conditions - Service Contracts (March 2015).

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 13th June 2016 ("the Start Date") and the Services shall be completed by 12th June 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 DFID Tanzania ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed £9,999,945 i.e. nine million nine hundred and ninety nine thousand and nine hundred and forty five pounds ("the Financial Limit").

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.

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]

4.2 The Contract Officer is:

[Redacted]

5. Key Personnel

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

Designation	Name
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]

6. Reports

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

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 and whilst in country.
- 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. DFID's Standard Terms and Conditions (v2) shall be amended as follows:

1. The wording of clause 7.5 will be
 - a. "The Supplier shall indemnify and keep indemnified DFID in respect of:
 - i. any loss, damage or claim, howsoever arising out of, or relating to any negligent act or omission by the Supplier, the Supplier's Personnel in connection with the performance of the Contract;
 - ii. any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with the performance of the Contract provided that such claim does not arise wholly or partly as a result of the negligence of DFID or DFID's Personnel."
2. The wording of clause 36.1 will be
 - a. "Except as stated in Clause 36.2, where there has been misconduct, dishonesty or fraud by the Supplier or the Supplier's Personnel, the Supplier's liability under this Contract shall be limited to the amount of the Financial Limit."

9. Breakpoints and Contract Management

- 9.1 The key review points for the contract are at the stages described in the Terms of Reference.
For the avoidance of doubt the break points are after the Inception phase and around July 2019. DFID shall, as a condition of proceeding from one stage to the next, have the right to

request changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect lessons learned, or changes in circumstances, policies or objectives relating to or affecting the Programme.

- 9.2 There will also be annual reviews (ARs) on performance and deliverables against agreed milestones with results and future targets and milestones being agreed and re-defined as part of this review activity. Logframe amendments will be jointly agreed as part of ARs.

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: [Redacted]

Position: Contract Officer

Signature:

Date: 29th April 2016

For and on behalf of

Palladium Enterprises Limited

Name:

Position:

Signature:

Date: