CALLDOWN CONTRACT

Framework Agreement with: Adam Smith International ("the Supplier")

Framework Agreement for: DFID Governance & Security Framework

Framework Agreement Purchase Order Number: PO 5672

Call-down Contract For: Building Core Systems in the Government of Sierra Leone – Technical Assistance Component

Contract Purchase Order Number: 7491

I refer to the following:

1.   The above mentioned Framework Agreement dated **29th February 2012**

2.   Your proposal of **9th March 2016 and your response to clarifications dated 11th April 2016, 20th April 2016 and 22nd April 2016**

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 **6 June 2016** ("the Start Date") and the Services shall be completed by **31 December 2017** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement. The contract will be issued for the full period but subject to acceptance of deliverables, satisfactory performance of the supplier and DFID agreement to the Supplier's final design of the Implementation phase. This will be assessed at the end of the inception phase when DFID will make a decision whether to proceed to the implementation phase or terminate the contract at no further cost to DFID.

2.   Recipient

2.1   DFID requires the Supplier to provide the Services to the **Government of Sierra Leone** ("the Recipient").

3.   Financial Limit

3.1   Payments under this Call-down Contract shall not, exceed **£3,229,008** ("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.

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.   Breakpoints

4.1   At the conclusion of the 2 month Inception Phase, DFID reserves the right to terminate this contract with immediate effect if the terms are not satisfactorily met by the Supplier, their performance does not meet DFID expectations, or if it is not possible to reach agreement with DFID or the Government of Sierra Leone on a feasible package of technical assistance to be delivered by the Supplier. In this case DFID may go back to the market following inception phase to retender the contract.

5.   DFID Officials

5.1   The Project Officer is:

DFID Sierra Leone

5.2   The Contract Officer is:

DFID

6.   Key Personnel

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

7.   Reports

7.1   The Supplier shall submit quarterly progress reports and financial reporting as well as any other reporting in accordance with the Terms of Reference/Scope of Work at Annex A.

8.   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.

9.   Call-down Contract Signature

9.1   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   Name:
The Secretary of State for
International Development   Position:

                                                                 Signature:

April 2014

Date: 26 May 2016

For and on behalf of   Name:

Adam Smith International   Position:

                              Signature:

                              Date: