

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: HTSPE Ltd and IMC Worldwide

Framework Agreement for: Climate, Environment, Infrastructure and Livelihoods

Framework Agreement Purchase Order Number: PO 5749

Call-down Contract For: Technical Assistance Facility to deliver Energy Africa Compacts

Contract Purchase Order Number: Po 7407

I refer to the following:

1. The above mentioned Framework Agreement dated 11th July 2012.
2. Your proposal submitted to the contract manager on 16th December 2015.

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 21st January 2016 ("the Start Date") and the Services shall be completed by 21st January 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 Services shall be provided to DFID. DFID requires the Supplier to provide the Services to the relevant Ministries of partner Governments in the 14 Energy Africa target countries. Country governments, regional institutions, the private sector and non-governmental organisations will also benefit from advice provided by the Facility. ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £540,000.00 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.
- 3.2 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.

Invoices submitted when the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, should indicate both the amount and 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:

, Deputy Programme Manager, Africa Regional Department.

4.2 The Contract Officer is:

, Procurement and Commercial Department, DFID Abercrombie House.

5. Key Personnel

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

- TA Co-ordinator Role
- TA Facility Contract Support

6. Additional Documents Include:

- Evidence on Demands Proposal for the Technical Assistance Facility to Deliver Energy Africa Compacts – Part A&B submitted (9/12/15.)
- Technical & Commercial Clarifications document finalised between DFID and Evidence on Demand. (16/12/15) DAI IMC JV responses to DFID Comments on Energy Africa Compacts Proposal.
- Curriculum Vitae Rosters A-G, Rosters H-P, Rosters Q-Z. (Submitted 9/12/15)
- Security Risk Register – Somalia (Submitted 22/12/15)
- Security Risk Register – Nigeria (Submitted 22/12/15)

7. Reports

7.1 The Supplier shall submit project reports 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
The Secretary of State for
International Development

Name:

Position: Procurement & Commercial Specialist

Signature:

Date: 21-1-16

For and on behalf of
HTSPE & IMC Worldwide

Name:

Position:

Signature:

Date: