

CALLDOWN CONTRACT

Framework Agreement with: Mott MacDonald Limited

Framework Agreement for: DFID Wealth Creation Framework, Lot C: Infrastructure

Framework Agreement Purchase Order Number: PO 5929

Call-down Contract For: Service Provider (SP) for Energy Security and Resource Efficiency in Somaliland (ESRES)

Contract Purchase Order Number: PO7004

I refer to the following:

1. The above mentioned Framework Agreement dated 28 January 2013;
2. Your proposal of 26 February 2015 as amended by your proposal of 20 July 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 1 September 2015 ("the Start Date") and the Services shall be completed by 31 January 2016 ("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 the peoples of Somaliland and the Government of Somaliland

3. Financial Limit

- 3.1 As this contract is issued for the Inception Phase only, Payments under this Call-down Contract shall not, exceed £491,700 ("the Financial Limit") and is inclusive of any Somaliland 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.

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:

, Policy & Programme Co-ordinator, DFID Somalia

4.2 The Contract Officer is:

, Procurement & Commercial Department, DFID Abercrombie House, 4th Floor, East Wing

5. Key Personnel

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

- Team Leader
- Deputy Team Leader
- Grant and Finance Manager
- Political Economy Expert
- Institutional Development Expert
- Policy and regulatory Expert
- Blach RE Fund Advisor
- Project Director

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A. In particular, a progress report one week before the Steering Committee Meetings.

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 and Contract Management

- 8.1 The key review points for the Programme and Contract are at stages as described in the Terms of Reference (ToR) and as detailed here:

(i) This contract is issued for the five month inception phase only after which there will be a contract break point to review Inception delivery. Progress to the Implementation Phase will be subject to the satisfactory performance of the Supplier, delivery of Inception milestones and the continuing needs of the Programme. Progress to the Implementation Phase can only be agreed via a formal contract amendment procedure executed by the Procurement and Commercial Department, (PCD). No other form of communication, express or implied, can constitute approval to proceed to the Implementation Phase. DFID reserves the right to go back to market at its entire discretion, if acceptable terms cannot be reached for the Implementation Phase;

(ii) There will be another break point at the conclusion of the annual review of the programme in May 2016, to allow for an on-going assessment of the successful operation of the evaluation work and progress against objectives;

(iii) There will be further optional annual breakpoints which will be aligned with the outcomes of the annual programme reviews.

- 8.2 The Supplier agrees that any costs quoted for the Implementation Phase and their associated frequency are indicative until agreement is reached with DFID at the end of the Inception Phase on production of :

a) an agreed work-plan detailing staffing roles, responsibilities, inputs, expenses, milestones and associated "Payment by Results" mechanism for the Implementation Phase and the unambiguous means by which their achievement can be validated. DFID has an expectation there will be no material changes to the current rates quoted in the contract;

b) agreement on the approach relating to the frequency of forecasting and invoicing high value



spend against this contract

c) a robust monitoring and evaluation strategy and how the Supplier will align this activity with the work of the Service Provider on the "Real-time Learning" contract that will support this programme

d) A VfM plan for the required deliverables in the Implementation Phase

e) Agreement on the KPIs that will be measured during the Implementation Phase. These will also have to be agreed with PCD and as a minimum are expected to link at least 5% of the Fees payable during the Implementation Phase, to Supplier performance.

- 8.3 The Supplier agrees that by the end of the Inception phase and as required by the Terms of Reference, the Supplier will propose SMART milestones for the Implementation phase, linking them to agreed milestone payments.
- 8.4 The Supplier 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.
- 8.5 The Supplier accepts that this contract allows DFID to engage third party monitors to undertake spot-checks both to verify results and manage risk.

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
Manager

Signature:

Date: 20 August 2015

For and on behalf of
Mott MacDonald Limited

Name:

Position:

Signature:

Date: