

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Palladium International Limited

Framework Agreement for: Wealth Creation Framework Agreement –
Lot E: Private Sector Development and Market
Development

**Framework Agreement Purchase Order
Number:** PO 5929

Call-down Contract For: Improving Market Systems for
Agriculture in Rwanda

Call-down Contract Purchase Order Number: PO 7569

I refer to the following:

1. The above mentioned Framework Agreement dated January 2013;
2. Your proposal of 13th June 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 **3 April 2018** ("the Start Date") and the Services shall be completed by **2 April 2022** ("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 Rwandan nationals participating in focus markets ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, in any circumstances, exceed £6,499,875.00 exclusive of any government tax, if applicable, and any payments for the Fund as described in Annex B, paragraph 5.
- 3.2 When Payments shall be made on a 'Milestone Payment Basis' the following Clause 16.1 shall be substituted for Clause 16.1 of the Framework Agreement.

16. Milestone Payment Basis



- 16.1 *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.*
Set criteria will be defined for each of the payments. Payment will be made at each payment point if the criteria are met to the satisfaction of DFID.
Payments pursuant to clause 16.1 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:

Department for International Development
 Email:
 Telephone:

- 4.2 The Contract Officer is:

Department for International Development
 Email:
 Telephone:

5. Key Personnel

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

Project Director	
Team Leader	
Senior Market Manager 1	
Senior Market Manager 2	
Market Group Director	

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.
- 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. Contract Break Points

This contract is subject to the following contract break points:

- i. Break Point 1 – At the end of the Inception phase with transition from Inception to Implementation subject to: supplier performance, DFID acceptance of completion of Inception outputs, and DFID approval of a detailed Implementation proposal as outlined in the Terms of Reference.
- ii. Break Point 2: Mid-way through the Implementation Phase which is expected to be during April 2020. The exact timing of this second break point will be agreed between DFID and Palladium as part of the process of agreeing the Implementation phase.

At both Break Points, DFID reserves the right to revise or remove any specific components.

9. Contract Extension Option

The contract includes an option to extend up to a maximum of 1 year.

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

Name:



Department
for International
Development



The Secretary of State for
International Development

Position:

Signature:

Date:

For and on behalf of
Palladium International Limited

Name:

Position:

Signature:

Date: