

## **CALLDOWN CONTRACT**

**Framework Agreement with:** Delta Partnership

**Framework Agreement for:** Fragile and Conflict Affected States Framework Agreement

**Framework Agreement Purchase Order Number:** PO 5651

**Call-down Contract For:** Monitoring and Evaluation Support Unit to the International Security and Stabilization Support Strategy (ISSSS)

**Contract Purchase Order Number:** PO 6733

I refer to the following:

1. The above mentioned Framework Agreement dated 28 March 2012;
2. Your proposal of 29<sup>th</sup> July 2014
3. Delta Partnership post-tender clarification response 8 January 2015; post-tender clarification response 20 February 2015; post-tender clarification response 5 June 2015; post tender clarification response 8 June 2015; post tender clarification response 11 June 2015; post tender clarification response 12 June 2015; revised pro-formas 27 March 2015; revised pro-formas 11 June 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 **8<sup>TH</sup> June 2015** ("the Start Date") and the Services shall be completed by **7<sup>th</sup> December 2018** ("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 MONUSCO Stabilisation Support Unit (SSU) ("the Recipient").

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed £2,867,774.83 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

The Supplier will procure professional taxation advice during the Inception Phase to enable local taxation to be calculated accurately and comprehensively.

In the event that local taxation is incurred by the Supplier, DFID will only reimburse the Supplier for these costs within the limits agreed by DFID and upon provision of proof that the

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taxes have been paid by the Supplier to the relevant taxation authority.

Any tax calculations provided by the supplier will be based upon tax legislation at the time of calculation – should the tax legislation subsequently change or be interpreted differently by the DRC tax authorities, the Supplier retains the right to revise the taxation calculation with agreement from DFID. Should any future taxation liability create a material budgetary pressure, the Supplier understands DFID retains the right to reshape the programme activities as may be required and at DFID's entire discretion.

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], DFID Democratic Republic of Congo

- 4.2 The Contract Officer is:

[REDACTED], Abercrombie House, East Kilbride

## **5. Key Personnel**

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

[REDACTED], Project Director

[REDACTED] Project Manager

[REDACTED] MESU Team Leader

[REDACTED], MESU M&E Lead Expert (Senior)

[REDACTED], MESU M&E Expert (Senior) – Engagement

[REDACTED] MESU M&E Expert (Senior) - Research Manager

[REDACTED], DRC Analyst

## 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.
  - I.1. The overall contract budget includes a provision for Security related fees and expenses. If in the proper performance of its 'duty of care' obligations the Supplier foresees that it may incur additional Security related expenses (services and associated costs) that are over and above the contracted limit, the Supplier will seek approval from DFID before any excess expenditure is incurred. Subject to DFID approval, such excess will be refunded by DFID provided:
  - I.2. the Supplier gives written notice to DFID as soon as the Supplier foresees that there are circumstances that require a change in its Security arrangements irrespective of whether that change may lead to an increase or decrease in expense. Any changes in costs should be clearly outlined and excess expenditure will be subject to DFID approval before it is incurred;
  - I.3. the Supplier provides evidence satisfactory to DFID that it has paid any expenses claimed over and above the Overall Security Provision."
- 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. Call-down Contract Signature**

- 8.1 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:

Signature:

Date: 15 June 2015

For and on behalf of  
Delta Partnership

Name:

Position:

Signature:

Date: