

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Coffey International Development Ltd

**Framework Agreement for: Professional Evidence and Applied Knowledge Services (PEAKS)
for Economics and Private Sector**

Framework Agreement Purchase Order Number: PO 5750

Call-down Contract For: Support to the Office of the Prime Minister, Palestinian Authority (part of the Palestinian Governance Facility project providing technical assistance to the Palestinian Authority) 2nd Phase

Contract Purchase Order Number: PO 7616

I refer to the following:

1. The above mentioned Framework Agreement dated **11th July 2012**
2. Your technical proposal **received by email on 27th June**

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 **1st July 2016** ("the Start Date") and the Services shall be completed by **31st March 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 DFID requires the Supplier to provide the Services to the **Prime Minister's Office and the General Secretariat, Palestinian Authority**. ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£419,595** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

4. Payment Basis

- 4.1 This is a fees and expenses contract. The supplier will send DFID invoices in arrears in line with DFID Terms & Conditions para 14 & 15
- 4.2 Payments pursuant to clause 4.1 are subject to the satisfaction of the Project officer in relation to the performance by the supplier of its obligations under the Calldown Contract and to verification by the Contract Officer that all price payments made to the supplier under this Call-down Contract were properly due.

Payment is subject to satisfactory performance and quarterly reports being submitted and approved by DFID.

5. DFID Officials

5.1 The Project Officer is:

5.2 The Contract Officer is:

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 project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

8. Break points

This is a 9 month contract, therefore there will be no formal break points but there will be regular review points throughout the contract to make sure that the supplier is delivering the outputs of the terms of reference satisfactorily.

9. Contract

This contract is with Coffey International Ltd who are the framework managers of the Economics and Private Sector PEAKS. Coffey International Ltd will be sub-contracting the work to Adam Smith International (ASI) who will implement the Terms of reference.

10. 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.

11. Call-down Contract Signature

- 11.1 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: 30 June 2016

For and on behalf of
Coffey International Development Ltd

Name:

Position:

Signature:

Date: