

CALLDOWN CONTRACT

Framework Agreement with: Adam Smith International (ASI)

Framework Agreement for: Fragile and Conflict Affected States Framework Agreement

Framework Agreement Purchase Order Number: PO 5651

Call-down Contract For: Increasing Economic Opportunities for Marginalised Youth in Northern Nigeria

Contract Purchase Order Number: PO 6978

I refer to the following:

1. The above mentioned Framework Agreement dated 28th March 2012;
2. Your technical proposal of 22nd December 2014 and post tender clarification e-mails from * (ASI) to * (DFID) dated 1st April 2015; 4th, 18th and 23rd March 2015; and 20th and 27th February 2015. And e-mail 17th February from * to *.

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 **20th April 2015** ("the Start Date") and the Services shall be completed by **19th April 2021** (includes a 6 month inception phase) ("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 Government of Nigeria (GoN) ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £32,611,255 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B (Inception phase costs are £2,122,761 and indicative implementation costs of £30,488,494. The overall financial limit also includes a Fund element of up to £4,500,000. 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.

4. Milestone Payment Basis

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.

5. DFID Officials

5.1 The Project Officer is: *, DFID Nigeria,

5.2 The Contract Officer is: * DFID East Kilbride,

6. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent. For the purpose of this contract, the approval of key personnel won't result in a contract amendment unless combined with variations to other areas of the contract:

- *

7. Procurement

The Supplier shall appoint Crown Agents as DFID's Procurement Agent pursuant to Clauses 23.1 to 23.3 of Section 2 to procure the vehicles for this programme. Procurement of other goods identified in Annex B can be sourced by the Supplier subject to clauses 23.5 and 23.6.

8. Break Points

Due to the nature and duration of the Programme, the Contract must have adequate provision for variation to adapt to changes that occur during the life of the Programme. DFID shall, as a condition of proceeding from the inception phase to implementation, have the right to negotiate reasonable changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect lessons learned, or changes in circumstances, policies or objectives relating to or affecting the Programme.

8.1 The key break points for the Programme and Contract are at stages as described in Annex A, Terms of Reference:

- 6 month inception phase.
- Mid-term review (2.5 years into implementation, 3 years after contract start date. Progression beyond break points and any extension to the contract is solely at DFID's discretion and will be dependent on strong performance by the supplier, effective programme delivery and DFID's acceptance of any work plans and budgets for subsequent phases.

8.2 DFID may terminate this contract pursuant to any of the Clauses in Section 2 if agreement pursuant to Clauses 15.1 and 15.1.1 above is not reached.

8.3 In the event that DFID determines not to proceed to the Implementation Phase, or beyond any subsequent break point, the Contract will be terminated at no costs to DFID.

8.4 The Supplier shall use reasonable endeavours to keep its financial commitments within the overall Budget

9. Scale Up/Down

Subject to reasonable notice the Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the Programme during the course of the contract.

10. Reports

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

11. Duty of Care

I. *

12. Call-down Contract Signature

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: Senior Procurement & Commercial
Manager

Signature:

Date: 17 April 2015

For and on behalf of

Adam Smith International

Name:

Position:

Signature:

Date:

** Information redacted under the exemptions set out by the FOI Act.*