

## CALLDOWN CONTRACT

**Framework Agreement with:** GRM International Ltd

**Framework Agreement for:** DFID Governance & Security Framework

**Framework Agreement Purchase Order Number:** PO 5672

**Call-down Contract For:** Service Provider for the Rwanda Multi Donor Civil Society Support Programme

**Contract Purchase Order Number:** PO 6949

I refer to the following:

1. The above mentioned Framework Agreement dated 29<sup>th</sup> February 2012 as amended by Contract Amendment 3 dated 12<sup>th</sup> March 2015;
2. Your proposal of 29 December 2014 as revised by your various clarifications and revised financial plan of 11 May 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 26 May 2015 ("the Start Date") and the Services shall be completed by 31 May 2020 ("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 civil society organisations and the Government of Rwanda. ("The Recipient").

### 3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £10,026,262 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **This Financial Limit reflects the potential for currency fluctuations surrounding donor contributions as referenced in paragraph 8 below. Any capacity in the Financial Limit during the contract term is not to be used to fund other activities under this contract, without executing a formal contract amendment procedure.**

### 4. DFID Officials

- 4.1 The Project Officer is:

- 4.2 The Contract Officer is:  
XXXXXXXXXX

## **5. Key Personnel**

## **6. Reports**

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

## **7. Break Points**

- 7.1 The first break point will be at the end of the Inception phase to allow review of the Inception Outputs. Progress to the Implementation Phase will be subject to satisfactory performance of the Service Provider and upon delivery of Inception outputs and the continuing needs of the Programme. There will be a second break point 2 years into the implementation phase (i.e. at the half way point of the contract). Continuation after the second breakpoint will also be subject to satisfactory performance of the service provider and the continuing needs of the programme. The contract reviews may signal a restructuring of the ToRs, timeframe or the scale or scope of work in particular areas.
- 7.2 In doing so, it is also noted that all costs 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 robust Monitoring & Evaluation plan, risk analysis including mitigation strategies and plans, procurement and fund management strategy and VfM plan for the required deliverables in the Implementation Phase

## **8. Value of Donations**

- 8.1 Given the multi-national nature of donors to the programme there may be an impact from currency fluctuations on the financial limit. DFID will review the value of donations annually starting at the beginning of the implementation phase. Any resulting change to financial limit will be managed by way of contract amendment.

## **9. Fund**

- 9.1 If the fund element increases beyond £5M (not due to currency fluctuations), the Supplier will review resources and strive to make additional fund management support decisions on a proportional basis, taking into account the number of grantees and size of grants expected in the escalated fund amount. A contract amendment will be issued if additional grant funding becomes available, which will specify any changes to the level of fund management support.

## **10. STTA Fund**

- 10.1 Utilisation of the STTA fund must be authorised in advance by the Project Officer. Any invoice presented for STTA utilisation without prior approval will not be paid.

**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: XXXXXXXX

Position: Contract Officer

Signature:

Date: 27/5/15

For and on behalf of

GRM International  
2<sup>nd</sup> Floor  
Turnberry House  
100 Bunhill Row  
London  
EC1Y 8ND

Name:

Position:

Signature:

Date: