

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: ARK Group DMCC

Framework Agreement for: CPG/798/2015 THE CONFLICT STABILITY AND SECURITY FUND

Call-off Contract For: Palestinian Youth Project

Call-off Contract Purchase Order: PO 7608

I refer to the following:

- The above mentioned Framework Agreement
- Your Technical and Commercial Proposal dated 18th August 2016
- Final PTC Letter dated 9th November 2016
- Final Commercial proposal as revised on 7th November 2016

And I confirm that DFID requires you to provide the Services as stated in the attached Terms of Reference and, under the Terms and Conditions of the Framework Agreement which shall apply to this Call-off Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

1.1 The Supplier shall start the Services no later than 20 February 2017 (“the Start Date”) and Services shall be completed by 20 August 2019 (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

2. Recipient

2.1 DFID requires the Supplier to provide the Services to the individuals targeted by the intervention in “Palestinian Communities” designated as “Youth” (“the Recipient”). The terms “Palestinian Communities” and “Youth” are defined in paragraph 4 of Section 4 Appendix A Terms of Reference.

3. Financial Limit

3.1 Payments under this Call-off Contract shall not, exceed £6,999,400 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Statement of Requirements and schedule of Prices and Rates.

4. Payment

Payment for the Services will be made in accordance with Section 4, Appendix B on the following basis;

4.1 Milestone Payments will be made based on satisfactory achievement of deliverables which will be verified and approved by DFID, at payment points defined in Section 4, Appendix B.

4.2 Expense Payments will be made in arrears based on actual expenditure incurred as verified by receipts. The expenses listed are indicative of an expense ceiling; DFID will reimburse costs up to this value only.

4.3 The Fund payments will be paid to a client bank account set up by ARK Group DMCC based on accurate forecasting per funding tranche.

5. Officials

5.1 The Authority Project/Contract Officer is:

Lebanon Policy and Programme Manager
Department for International Development

5.2 The Contract Officer is:

Procurement and Commercial Department
Department for International Development

6. Key Personnel

6.1 The following of the Staff cannot be substituted by the Supplier without the Calling-Off body's prior written consent:

7. Reports

7.1 The Supplier shall submit project reports in accordance with paragraph 6.2 of Section 4, Appendix A Terms of Reference.

8. Sub-contractors

8.1 ARK Group DMCC have permission to sub-contract with the following organisations;

- Pursue Ltd.

9. Duty of Care

9.1 Unless otherwise agreed, all Staff (as defined in Section 2 of the Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. 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.

9.2 Unless otherwise agreed, 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 the call-off Authority in respect of:

- Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Staff, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-off Contract;

- Any claim, howsoever arising, by the Staff or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

9.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Staff, 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.

9.4 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off 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.

9.5 Where the Call-off Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the Terms of Reference/Statement of Requirements.

10. Extension Options

10.1 Flexibility and adaptability is required in terms of extension options in order to respond accordingly to programme need. DFID may choose to extend the contract by up to a further 15 months, or alternatively, scale back to respond to changing requirements.

11. Break Points

11.1 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 Phase, have the right to request changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect changes in circumstances, policies or objectives relating to or affecting the Programme.

11.2 The key review points for the Programme and Contract are as described in the Section 3 Terms of Reference, i.e. at the end of the inception phase where the supplier will be required to submit an Inception Report. Proceeding to the implementation phase is dependent on DFID judging the satisfactory performance of the Supplier in the inception phase, DFID satisfaction of the Inception Report, a continuing requirement for the services, and agreement on work plans and budget for the following period. There will be further breakpoints following DFID completion of the Due Diligence Report and periodically thereafter for the duration of the contract following each Annual Review.

12 Call-off Contract Signature

12.1 If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at clause 7 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

For and on behalf of

The Secretary of State for
International Development

For and on behalf of

ARK GROUP DMCC