

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : **Strengthening African Networks for Governance, Accountability & Transparency (SANGAT II) Programme Phase II**

PURCHASE ORDER NUMBER : **Po 7446**

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride G75 8EA ("DFID");

AND : Khulisa Management Services ("Supplier")
Whose principal place of business, or, where the Supplier is a company, whose registered office is situate at:
26 7th Ave, Parktown North, Johannesburg 2193, South Africa Office.

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to [DFID/South Africa (the "Recipient"); and
- B.** the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices

This Contract constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and 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 Contract void.

No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Supplier shall start the Services on 7th November 2016 (the "Start Date") and shall complete them by 7th November 2019 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £421,554.00 exclusive of any government tax, if applicable (the "Financial Limit").

5. Time of the Essence

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

6. 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 Contract, these will be detailed in the Terms of Reference.

7. Scale Up/Down

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 (i.e. in relation to the Programme's inputs, outputs, deliverables, outcomes and prize fund element) during the course of the contract.

8. Break Clauses and Contract Management

- 8.1 Due to the duration and the nature of the programme, the contract must have adequate provision for variation to adapt to changes that occur. DFID shall, as a condition of proceeding from one phase to the next, have the right to request 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 relation to or affecting the programme.

The key review points for the Programme and Contract are at the stages as described in the Terms of Reference. For the avoidance of doubt, there will be a formal break point at the end of the Inception Phase. Progression to the Implementation phase will be dependent on effective delivery of Inception phase outputs, satisfactory performance of the Supplier, and DFID's agreement to work-plans and any revised costs for the Implementation period. The Inception report should include all deliverables outlined in Annex B, but also include;

- a) Key Performance Indicators (KPIs) and Quality Assurance mechanisms, including Means of Verification (MoV) will be agreed with DFID during the inception phase and will be monitored and measured during the Implementation Phase;
- b) Provision and agreement by DFID of an updated and detailed Implementation Phase Budget;
- c) A Value for Money (VfM) plan for identifying and securing future benefits which maximise programme effectiveness through the life of the contract.

- 8.2 There will also be Annual Reviews (ARs) on performance and deliverables against agreed milestones and results with future targets and milestones being agreed and re-defined as part of this review activity.

- 8.3 DFID reserves the right to scale back or discontinue this programme at any point (in line with our Terms and Conditions) if it is not achieving the results anticipated. Conversely, we may also scale up and/or extend the programme (subject to internal DFID approvals) should it prove to be having a strong impact and has the potential to yield better results



For and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date:

For and on behalf of
Khulisa Management Services

Name:

Position:

Signature:

Date:

CB116 (March 2016)