

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Mott MacDonald Limited

Framework Agreement for: Wealth Creation Framework Agreement

Framework Agreement Purchase Order Number: 5929

Call-down Contract For: The Provision of Clerk of Works Services to Oversee the Rehabilitation of Freetown Water Supply and Other Social Infrastructure in Sierra Leone

Contract Purchase Order Number: 7643

I refer to the following:

1. The above mentioned Framework Agreement dated 28th January 2013;
2. Your proposal of 9 September 2016 as amended by your revised Commercial Proposal 3 November 2016 and revised Technical Proposal 9 November 2016 and your e-mails of 20 October 2016; 9 November 2016 and 21 November 2016.

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 **5 December 2016** ("the Start Date") and the Services shall be completed by **1 June 2018** ("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 Citizens of Sierra Leone ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £951,188 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

4. DFID Officials

- 4.1 The Project Officer is:

[Redacted]

- 4.2 The Contract Officer is:

[Redacted]

5. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

[Redacted]

6. Reports

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

7. Sub Contractors

The Supplier has DFID's consent to appoint the following sub-contractors;

[Redacted]

8. Additional Special Conditions

Clause 35 of Section 2 shall be replaced by the following:

- 35.1 Except, as stated in Clause 35.2, where there has been misconduct, dishonesty or fraud by the Supplier or the Supplier's Personnel, the Supplier's liability under this Call-down Contract shall be limited to the amount of the Financial Limit thereof.
- 35.2 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);
 - (b) fraud or fraudulent misrepresentation by it or its employees;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any liability to the extent it cannot be limited or excluded by Law.
- 35.3 Subject always to Clauses 35.2; in no event shall either Party be liable to the other for any:
- a) loss of profits, business, revenue or goodwill; and/or
 - b) indirect or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.
- 36.4 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

9. Branding

- 9.1 The Supplier will collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding. The Partner will explicitly acknowledge DFID's funding, in written and verbal communications about activities

related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's "UK aid – from the British people" logo ('UK aid logo') in accordance with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID and in all cases subject to security and safety considerations of the Partner.

- 9.2 The Supplier will provide a visibility statement of how and when they will acknowledge funding from DFID and where they will use the UK aid logo, which should be approved by DFID. The Supplier will include reference to this in its progress reports and annual reviews.
- 9.3 Suppliers may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from DFID should be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

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: [Redacted]

Position: Contract Officer

Signature:

Date: 25th November 2016

For and on behalf of

Mott MacDonald Limited

Name: [Redacted]

Position:

Signature:

Date: