

CALLDOWN CONTRACT

Framework Agreement with: **DAI Europe Ltd**

Framework Agreement for: **DFID Wealth Creation Framework, Lot E**

Framework Agreement Purchase Order Number: **PO 5929**

Call-down Contract For: **Programme Management Supplier (PMS) for Promoting Inclusive Markets in Somalia (PIMS) Programme**

Contract Purchase Order Number: **PO 6874**

I refer to the following:

1. The above mentioned Framework Agreement dated 28 January 2013;
2. Your proposal of 12 March 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 27 April 2015 ("the Start Date") and the Services shall be completed by 26 April 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 conflicted affected of Somalia ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £11,000,000 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

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.

28. Milestone Payment Basis

- 28.1 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.

4. DFID Officials

4.1 The Project Officer is:

* , DFID Somalia

4.2 The Contract Officer is:

* , DFID Abercrombie House, 4th Floor, East Wing

5. Key Personnel

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

*

6. Reports

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

7. 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.

8. Break Clauses

8.1 The key review points for the Programme and Contract are at stages as described in the Terms of Reference (ToR) and as listed below :

- i. At the conclusion of the 6 month Inception Phase. DFID reserve the right to go back to market if terms cannot be reached for the Implementation Phase.
- ii. After a mid-term review to be undertaken after 1.5 years (including the inception period).
- iii. Further optional annual breakpoints which will be aligned with the outcomes of the annual programme reviews.

8.2 In doing so, it is 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) an agreed work-plan detailing staffing roles and responsibilities for the Implementation Phase;
- b) agreement on DAI's private sector driven approach;
- c) a review of the Team spend in-country costs using the DFID VfM template during the inception phase;
- d) a review of proposed International staffing to provide a clear breakdown of operational costs with the aim of identifying efficiency savings and agreement of the Implementation Milestones and deliverables.

Therefore, there is an expectation that by the end of the inception phase and as required by the ToR, DAI will propose SMART outputs for the Implementation phase, linking them to agreed payments.

8.3 The Consultant shall use reasonable endeavours to keep its financial commitments limited to the duration of each phase to avoid unnecessary expense in the event of early variation or termination of this Contract.

9. Call-down Contract Signature

9.1 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: *

Position: Procurement & Commercial Manager
East Africa Team

Signature:

Date: 22 April 2015

For and on behalf of
DAI Europe Ltd

Name:

Position:

Signature:

Date:

*** text redacted under the exemptions set out by the Freedom of Information Act**