

CALLDOWN CONTRACT

Framework Agreement with: Natural Resources Institute

Framework Agreement for: Global Evaluation Framework Agreement (GEFA)

Framework Agreement Purchase Order Number: PO 5859

Call-down Contract For: Monitoring and Evaluation of Responsible, Accountable and Transparent Enterprise (RATE) Programme

Contract Purchase Order Number: PO 7210

I refer to the following:

1. The above mentioned Framework Agreement dated 28th August 2012;
2. Your proposal of July 2015
3. Your email of 17th August 2015
4. Your email of 24th August 2015
5. Your email of 25th August 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 28th September 2015 (“the Start Date”) and the Services shall be completed by 31st March 2019 (“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 DFID (“the Recipient”).

3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £653,835 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in Annex B.

28. Milestone Payment Basis

The following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

- 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. Verification of Milestones

Payment for the contract milestones will be based on DFID's acceptance of the deliverables set out in Annex B.

Upon receipt of completed milestones, DFID shall have up to 10, or otherwise mutually agreed, working days to confirm either acceptance of the deliverable, advise of any changes required before acceptance can be confirmed, or rejection should the deliverable be unsatisfactory. Any resubmissions of evaluation products or other reports will be at no additional cost to DFID and should be delivered within a maximum of 10 days of receipt of feedback. In the event of requiring additional time to review, DFID shall confirm a reasonable extension to this period. If any deficiency is identified, DFID will inform the Supplier in writing of the reason for rejection and remedial actions are to be proposed by the Supplier and agreed by DFID. No payments will be made against deliverables until approval has been given.

5. DFID Officials

5.1 The Project Officer is:

5.2 The Contract Officer is:

6. Key Personnel

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

7. Reports

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

8. Break Points

There is a formal break point in the contract at the end of the inception phase of this contract (3 months after start of the contract). Progression to subsequent phases of the contract at this point will be subject to the outcomes of reviews, satisfactory performance of the Supplier and agreement to any revised work plans or budgets.

9. 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.

10. Call-down Contract Signature

- 10.1 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:

Signature:

Date: 23 September 2015

For and on behalf of

Name:

Position:

Signature:

Date: