

CALLDOWN CONTRACT

Framework Agreement with: Marie Stopes International

Framework Agreement for: DFID Reproductive Health Framework Agreement

Framework Agreement Purchase Order Number: PO5555

Call-down Contract For: REDUCING MATERNAL AND NEONATAL DEATH IN KENYA

Contract Purchase Order Number: PO 6626

I refer to the following:

1. The above mentioned Framework Agreement dated 1 September 2011;

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 1 January 2015 ("the Start Date") and the Services shall be completed by 31 December 2017 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.
- 1.2 DFID reserves the right to extend the contract by a further 2 periods of up to 12 months each at our entire discretion. In doing so, it should be noted that our default position is that any extension would be on existing terms. For the avoidance of any doubt, this optional extension is not an opportunity to add or increase cost / tendered rates or for the Contractor to propose terms and conditions that are alternative to the existing contract.

2. Recipient

- 2.1 The principal recipient of these services are women of reproductive age, particularly poor rural women and adolescent girls in Bungoma, County Health Management Teams, health facilities and community units.
- 2.2 The recipients for grant funding could be international, national or community based organisations from NGOs, FBOs, academic or research institutions, or from the private sector.

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £8,161,136 ("the Financial Limit"), which is inclusive of any government tax, if applicable as detailed in Annex B. As the fund

component in this contract is not pre-financed by the Supplier, the fund element is not included in the above Financial Limit. Annex B details the fund element which is £11,985,158.

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

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 and in accordance with the Terms of Reference.

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:

, Reproductive Health Adviser, DFID Kenya, Nairobi.

4.2 The Contract Officer is:

, 4th Floor East Wing AH, East Africa Team, Programme Sourcing

5. Key Personnel

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

- i. Project Director –
- ii. Programme Manager -
- iii. Finance Manager –
- iv. Systems strengthening
- v. Evidence Adviser –
- vi. Quality MNH Adviser –
- vii. Community engagement Adviser –
- viii. Demand side financing Adviser –
- ix. Innovation fund Manager –
- x. MNH Innovation Advisor –

6. Reports

- 6.1 The Supplier shall submit reports in accordance with the Terms of Reference at Annex A.
- 6.2 Detailed reporting requirements and templates will be agreed with DFID during the Inception Phase.
- 6.3
- 6.4 Annual progress reports – these will be prepared for discussion with DFID Kenya outlining progress towards delivering the output level milestones and will take into account value for money achievements during implementation by quarter.
- 6.5 “The SP will submit agreed quarterly and annual progress reports to DFID for review of performance and approval of payments. The SP will also send quarterly and annual progress reports to UNICEF who is responsible for compiling the project report and sharing with relevant stakeholders.

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 As per the Terms of Reference that form Annex A of this contract, the key break points for the contract will be: on completion of the Inception Phase; and thereafter annually (during annual reviews) until the end of the contract. Continuation following a break point will be subject to the

satisfactory performance of the Supplier during the preceding period and the continuing needs of the programme. If DFID decides not to proceed, the contract will be terminated at no cost to DFID.

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

9. Key Performance Indicators (KPIs)

9.1 KPIs will be agreed between DFID and the supplier during the Inception Phase as an additional means to monitor the efficiency and effectiveness of supplier performance in executing Programme deliverables.

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 5 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: Contract Officer

Signature:

Date: 19 December 2014

For and on behalf of
Marie Stopes International

Name:

Position: Chief Executive Officer

Signature:

Date: