

## **CALLDOWN CONTRACT**

**Framework Agreement with: Oxford Policy Management**

**Framework Agreement for: Global Evaluation Framework Agreement**

**Framework Agreement Purchase Order Number: PO 7448**

**Call-down Contract For: Independent evaluation of the Supporting Nutrition in Pakistan Food Fortification Programme**

**Contract Purchase Order Number: PO 8018**

I refer to the following:

1. The above-mentioned Framework Agreement dated **12 September 2016**;
2. Your proposal of **27 July 2017**

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 **30 April 2018** ("the Start Date") and the Services shall be completed by **31 January 2021** ("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 DFID Pakistan ("the Recipient").

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not exceed £1,889,950 ("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 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:

4.2 The Contract Officer is:

#### **5. Key Personnel**

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

Evaluation Team Lead  
Fortification Team Lead  
Project Manager and FACT

#### **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**

*This clause is to be read in conjunction with Annex D under the Terms of Reference*

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 Points

The contract will include a break clause at the end of the three-month inception phase where the supplier will be required to submit an inception report. Proceeding to the implementation phase is dependent on satisfactory performance of the supplier in the inception phase, DFID acceptance of the inception report, a continuing requirement for the services, and agreement on work plans and budget for the following period.

There will be further breakpoints occurring annually for the duration of the contract following each Annual Review. Continuation from a review point is subject to the satisfactory performance of the supplier during the preceding period and the continuing needs of the programme.

## 9. Extension Options

At the contract end date in January 2021, which coincides with the expected end date of the main SNIP programme, there will be an option to extend the SNIP evaluation call down contract by up to two years to allow for delivery of milestones under the sustainability phase. Such extension is subject to Ministerial approval on further extension of the business case and discussions with DFID. Continuation of this sustainability evaluation will also be dependent on supplier's performance to date, value for money, agreement of work plans and financial plans and ongoing need. DFID and the supplier both acknowledge that there may be a risk that the food fortification component of SNIP does not end on time, and this may reduce the duration of the sustainability phase.

## 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:

For and on behalf of  
Oxford Policy Management

Name:

Position:

Signature:

Date: