

CALLDOWN CONTRACT

Framework Agreement with: Maxwell Stamp Plc

Framework Agreement for: DFID Wealth Creation Framework

Framework Agreement Purchase Order Number: PO 5929

Call-down Contract For: Tax, Audit and Transparency Programme

Contract Purchase Order Number: PO 8169

I refer to the following:

1. The above mentioned Framework Agreement dated **28 January 2013**;
2. Your technical and commercial proposal of January 2018

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 **12th April 2018** ("the Start Date") and the Services shall be completed by **11th April 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 as defined in Section 4 Appendix A Annex A ("The Services") to the recipients' as identified in Section 4 Appendix A Annex A ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£3,315,316.15** ("the Financial Limit") and is exclusive of any government tax, applicable tax is detailed in Annex B which is the ceiling of any tax payable under this contract.

4. Payment

Payment for the Services will be made in accordance with Section 4, Annex B on the following Basis:

- 4.1 Expense payments will be made monthly in arrears based on actual expenditure incurred as verified by receipts. The expenses are listed as indicative of an expense ceiling: DFID will reimburse costs up to this value only.



- 4.2 Flexible facility, the Management and Contracting team fees and Accelerated Delivery Fund fees and expenses will be made monthly in arrears based on actual expenditure incurred as verified by receipts (expenses) and/or timesheets (fees).

DFID approval will be required to trigger flexible facility fees or expenses expenditure.

5. Key Performance Indicators

10% of all monthly fees (see 4.2 above) will be withheld and be paid on the satisfactory achievement of KPIs at month 6 and month 12, respectively. The details are provided in Section 4 Annex A.

6. DFID Officials

- 6.1 The Project Officer is:

REDACTED, DFID Ethiopia

- 6.2 The Contract Officer is:

REDACTED, Procurement and Commercial Department

7. Key Personnel

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

REDACTED – Project Director

REDACTED – Team Leader

REDACTED – Technical Coordinator

REDACTED – Project Manager

8. Reports

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

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. Sub-Contractors

Maxwell Stamp plc has permission to sub-contract with the following organisations:

- Apex Consulting
- Grant Thornton

11. Scale Down

The programme is expected to be adaptive to the changing context of the Ethiopian economy and DFID reserves the right to scale the programme up or down. The Supplier must commit to being fully prepared in the event the decision is made to scale up (increase) or scale down (decrease) the scope of the programme (ie, in relation to the programme's inputs, outputs, deliverables and outcomes, value and timing) during the course of the contract. The Supplier should be prepared to amend its strategy, delivery plans and budgets should any circumstances arise in which DFID decides to scale the programme up or down. DFID will ensure that any requests it makes for amendments are reasonable and can be implemented within the effective period of this contract and, if so, reflected in amended Terms of Reference that are to be agreed by both parties.

Furthermore, DFID will also have the right to terminate the contract at any point (in line with our Terms and Conditions).

12. Call-down Contract Signature

- 12.1 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.



Department
for International
Development



For and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date:

For and on behalf of
Maxwell Stamp plc

Name:

Position:

Signature:

Date: