

CALLDOWN CONTRACT

Framework Agreement with: AECOM Ltd (“Supplier”)

Framework Agreement for: DFID Goods & Equipment Procurement Supplier

Framework Agreement Purchase Order Number: PO 7387

Call-down Contract For: Procurement of Microfeeders for Mott MacDonald for use in the Food Fortification Programme (“FFP”) (“Project”)

Contract Purchase Order Number: PO 7964

I refer to the following:

1. The above mentioned Framework Agreement dated 29th March 2016
2. Your proposal of 2 December 2016

and I confirm that the Department for International Development (“DFID”) requires you to provide the Services (as set out in 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 13th April 2017 (“the Start Date”) and the Services shall be completed by 31 October 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 wheat flour mills in Pakistan as per the list provided by Mott MacDonald and as detailed in Annex I - List of Locations (“the Recipient”).

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £4,327,991 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in Annex D - Schedule of Pricing.

4. DFID Officials

- 4.1 The Project Officer is:

REDACTED

4.2 The Contract Officer is:

REDACTED

5. Key Personnel

Not used

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 I (as defined in Section 2 of the Framework 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 the Supplier's employees, supply chain contractors 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. Call-down Contract Signature

8.1 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: REDACTED
Position: Senior Procurement Manager
Signature:
Date:

For and on behalf of
AECOM Limited
St George's House 5,
Wimbledon,
London,
England,
SW19 4DRT

Name: REDACTED
Position: Director
Signature:
Date:

Table of Annexes per Calldown Contract

Annex	Description
Annex A	Terms of Reference
Annex B	Specifications
Annex C	Procurement Plan
Annex D	Schedule of Pricing
Annex E	KPIs and SLAs
Annex F	Savings Management
Annex G	Communication Matrix
Annex H	Duty of Care country assessment
Annex I	List of Locations
Annex J	Warranty Statement
Annex K	Quality Assurance and Inspection Certification

ANNEX A

Terms of Reference

Procurement of Microfeeders for Mott MacDonald for use in the Food Fortification Programme in Pakistan

COMPONENT CODE - REDACTED

1. Introduction

The Food Fortification Programme (FFP), funded by the UK Department for International Development (DFID), will work at government, industry and consumer levels for improved nutritional status for people in Pakistan, particularly women of child bearing age and children. The objective of FFP is to sustainably improve access and consumption of fortified wheat flour with at least iron and folic acid and edible oils and ghee with vitamins A & D. In the case of wheat flour fortification, direct support to the private sector wheat flour mills includes the provision of appropriate microfeeder equipment to be used in the fortification process. Mott MacDonald is the lead managing contractor implementing FFP.

2. Objective

To procure specific types and quantities of microfeeder equipment ("Goods") for installation at wheat flour mills in Pakistan as per the list provided by FFP and as detailed in Annex I - List of Locations for Year 1. The list for Year 2 will be provided by FFP and a contract amendment will be issued accordingly to reflect the Year 2 requirement. These Terms of Reference set out the microfeeder procurement requirements for the first two years of implementation.

3. Recipient

The primary recipients are the wheat flour mills in Pakistan, as per the list provided by FFP and as detailed in Annex I - List of Locations, located in the provincial and special area governments of Pakistan.

The necessary and up-to-date contact details of the mills will be shared as per the roll out plan and AECOM shall liaise with the FFP Procurement Manager, as detailed in Annex G - Communication Matrix, with regards to the delivery and installation of the Goods, specifically in relation to the address to where the Goods should be delivered to, and how and by whom inspection of Goods will be undertaken. FFP, DFID and AECOM will discuss any proposed changes to the roll out plan to ensure all relevant parties agree on the details, which may result in agreed changes to the delivery of the Services. A contract amendment will require to be agreed should there be any changes to the delivery of the Services or increase to the Financial Limit.

4. Scope of work

AECOM's role under this Call-Down Contract will include having an oversight of the procurement planning, sourcing, tendering, technical and commercial evaluation, contract placement, expediting imports, customs clearance at Karachi port, overseeing administration of quality assurance and inspection process, in-country transportation, progress and financial reporting as well as reviewing payment and invoicing.

AECOM will provide goods to the required specifications as detailed in Annex B - Specifications.

Goods will be inspected and approved prior to shipment by the manufacturer and in accordance with

the Quality assurance and inspection documents are detailed in Annex K - Quality Assurance and Inspection Certification.

AECOM will be required to liaise directly with FFP and DFID Pakistan regarding any arrangements for delivery to the aforementioned mills.

DFID shall be entitled to seek recourse with respect to any allegedly defective good(s) provided by a manufacturer in accordance with any warranty or guarantee provided by said manufacturer for such good(s). Warranty provision details and documentation is detailed in Annex J - Warranty Statement. In the event that any such defect arises with respect to the goods during an agreed inspection period of 5 working days after installation of the goods at the recipient site, DFID (or its nominated recipient of the goods) shall allow AECOM (or its supplier or agent) to inspect the reported defective goods (which shall be kept separate from any other goods belonging to the recipient during the inspection period and will be maintained in a safe, secure location). If the goods are deemed defective, AECOM or its representative should be entitled to retrieve the goods and given an opportunity to remedy any such defect accordingly. AECOM shall seek to remedy any such defect, whether by way of replacement of the goods or repair of the defect or as may be otherwise agreed in the circumstances (acting reasonably). AECOM shall not be liable for any alleged defective goods if: (i) Recipient makes any further use of such goods after giving notice of an alleged defect; (ii) The defect arises because the recipient failed to follow AECOM's (including its suppliers and/or agents) oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods, or good trade practice if applicable; (iii) The recipient alters or repairs such goods without the written consent of AECOM; (iv) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; (v) The alleged defect arises from a change to the specification(s) of the goods which was not agreed in a Call-Down Contract with AECOM nor otherwise agreed in writing with AECOM as a requirement (with reasonable notice) prior to delivery.

DFID will ensure that the Micronutrient Initiative (part of FFP programme) will provide any duty exemption certificates necessary for all imports. It is the responsibility of DFID or its representative (Micronutrient Initiative and or FFP) to provide duty exemption certificates from the relevant authority of Pakistan. The provision of these certificates is subject to the provision, by AECOM, of complete shipping documents to FFP, Pakistan, 5 weeks in advance of the need for a duty exception certificate. Facilitation of port clearance and all logistics remains the responsibility of AECOM. If accurate and complete duty exemption certificates are not provided by FFP to AECOM one week in advance, such that import duties are applied to shipments or other charges incurred due to delays, AECOM shall be entitled to its related costs such as demurrage charges or warehousing arising because of such information being inaccurate or incomplete.

Shipping Documents

A. Consignee and Notify Party

Consignee in all shipping documents:	The Notify Parties for this order is as follows:
01 The Micronutrient Initiative 4th Floor, Din Pavilion, Jinnah Avenue, Blue Area, Islamabad, Pakistan Phone: +92-51----- Fax: +92-51----- &	01 The Micronutrient Initiative 4th Floor, Din Pavilion, Jinnah Avenue, Blue Area, Islamabad, Pakistan Phone: +92-51----- Fax: +92-51----- &

02	M/s AECOM	02	M/s AECOM

B. Required Documents (by mentioning Micronutrient Initiative as Consignee-01 & Notifying Party-01)

- i. Air Way Bill / Bill of Lading- 3 Original copies with clearly stating the Consignee-1 & Notifying Party-1 as Micronutrient Initiative.
- ii. Commercial invoice- 3 Original copies showing date of manufacture and date of expiry, name of destination, goods description, batch number, quantity per unit cost and total amount.
- iii. Delivery Note- 3 original copies showing date of manufacture and date of expiry, name of destination, goods description, batch number, quantity.
- iv. Packing list- 5 copies.
- v. Certificate of Analysis
- vi. Certificate of Origin

C. Document Submission

AECOM will submit three (03) set of original hard copy documents to The Micronutrient Initiative 4th Floor, Din Pavilion, Jinnah Avenue, Blue Area, Islamabad, Pakistan

The documents listed above must be sent by courier for approval of duty exemption at Pakistan port and release of any shipment. AECOM will courier these documents to The Micronutrient Initiative as soon as the Goods are shipped.

Scanned copies of documents should be sent through email to Micronutrient Initiative (tbashir@micronutrient.org) for processing of duty exemption.

AECOM retains responsibility for providing suitable Goods in Transit insurance for the Goods and notifying the relevant insurance company for each shipment. For the avoidance of doubt, Insurance is confirmed to cover goods in transit, goods in storage and until approved installation is complete.

5. Outputs / Deliverables

AECOM will:

- Undertake all sourcing as per the terms and conditions of their Framework Agreement dated 29th March 2016 with DFID.
- Ensure that procurement of the Goods is undertaken in line with the project roll out plan and aims of the project by liaising with the DFID Pakistan Deputy Programme Manager and FFP Procurement Manager. The finalisation of the project roll out plan between AECOM and DFID may result in changes being required to this Terms of Reference. A contract amendment will require to be agreed should there be any changes to the delivery of the Scope, services or increase to the Financial Limit. AECOM are responsible for negotiating a base price with the chosen supplier to seek best value for money with respect to the microfeeders for the two year period. There will be two phases of microfeeder procurement during the life of the Food Fortification Programme and this TOR specify requirements for the first phase only. A contract amendment will be required for further phase requirements.
- With respect to post installation of the Goods in-country provide support dealing with the microfeeder manufacturer/manufacturers with a view to taking stock of anticipated product capacity, its working life expectancy (linked to the product warranty), maintenance schedules, spares availability and support arrangements

- Ensure that the microfeeders are of required specifications and conform to the quality standards anticipated by FFP outlined in the specification in Annex B - Specifications and Annex K - Quality Assurance and Inspection Certification.
- Will retain a relationship with the microfeeder supplier for the duration of the supply under the FFP and be an escalation point by exception for extended warranty claims. Signatories to the service agreements as further detailed in Annex J – Warranty Statement, will be the aforementioned mills and the third party supplier, payments will be made directly between mill and third party supplier.
- Oversee the supply base in relation to quality, cost and delivery time and supply contracts. AECOM will oversee the supply of the specified microfeeders and arrange for their delivery to the agreed locations as may be specified by and agreed with FFP subject to the necessary information requested by AECOM from FFP and being issued by FFP on an accurate basis prior to equipment arriving at the warehouse in Lahore.
- Provide a procurement plan with key milestones and monthly progress reports on a template to be agreed with DFID, upon achievement of agreed milestones. These reports shall be submitted to DFID Pakistan Programme Officer and the FFP Procurement Manager.
- Deliver the Goods to the mills, as agreed between the parties against the commonly agreed installation timeline.
- Maintain close coordination with FFP on technical requirements and sharing of evidence on the most appropriate models and discuss/consider any specification changes that may be required for future batches of microfeeders. Undertake thorough due diligence and capacity assessment of the microfeeder supplier(s) before awarding contract and provide said supplier with forward production schedule based on forecasts to be provided by FFP on a timely, complete and accurate basis.

6. Method

In accordance with the Framework Agreement, response times for key procurement activities against which the Supplier's performance shall be measured are detailed in Annex E - KPI's and SLA's. These may be subject of change in agreement with both parties.

Timing and procurement planning are critical to the successful implementation of the Project. AECOM will be expected to demonstrate efficiency, effectiveness, accountability and transparency, and measure and record its associated value added.

AECOM will provide services in line with the Procurement Plan as detailed in Annex C - Procurement Plan.

7. Coordination

Clear communication channels and/or approval processes will be established between AECOM, DFID and FFP. A communication matrix is attached within on Annex G - Communication Matrix.

8. Reporting

A final report will be submitted to DFID by AECOM providing details of the deliverables achieved during the procurement period. This would also include a breakdown of costs for the microfeeders equipment, logistics, insurance (if any) and procurement fee to DFID in a format as detailed in Annex F- Savings Management.

The report will be submitted to the DFID Deputy Programme Manager and the Nutrition Advisor of

DFID Pakistan.

In addition the Supplier will provide reports as detailed in Annex E – KPI's and SLA's.

9. Timeframe

AECOM will be contracted for the period commencing 13th April 2017 to 31 October 2018. Timing and procurement planning are critical to the successful implementation of the Project.

10. Duty of Care (DoC)

AECOM are responsible for the safety and well-being of their personnel (as defined in the Framework Agreement) including third parties affected by their activities under this Call-down Contract, and appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

AECOM is responsible for ensuring appropriate safety and security briefings for all their personnel working under the Call-down Contract and ensuring that their personnel register and receive appropriate briefing. Travel advice is also available on the FCO website and the supplier must ensure they (and their personnel) are up to date with the latest position.

AECOM is fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID as detailed in Annex H - Duty of Care country assessment. AECOM confirms that:

- AECOM fully accept responsibility for Security and Duty of Care.
- AECOM understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- AECOM have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- Sites for installation of the goods must be suitable and adequate for the installation of the goods and all necessary, reasonable safety measures should be taken by the sites to safeguard the health and safety of people and goods before work commences. AECOM or its subcontractors will inspect the sites at the pre-installation inspection and will take steps to ensure these sites are suitable for work to take place. Should the site be deemed unsafe by AECOM or its subcontractors, AECOM or its subcontractors reserve the right not to enter the site and will report this to DFID and FFP. AECOM will be not responsible in the event that there are time delays, changes or charges required in order to satisfy these requirements.

11. Payment

Payments will be made in milestones linked to the delivery of the Goods to the warehouse in Lahore and to approved installation at the Recipient sites. On delivery to the warehouse in Lahore, ownership will transfer to DFID. AECOM shall issue not more than monthly invoices to DFID upon delivery of the Goods to the warehouse in Lahore. Installation charges and local distribution costs will be billed monthly in the consolidated monthly invoice as incurred during the roll out plan. AECOM's Fees will be REDACTED as detailed in Annex D - Schedule of Pricing.

AECOM will be required to maintain a record of any relevant expenditures incurred in the programme activities and keep original copies for the record for the entire duration of the programme.

An inventory of all assets procured under the programme will be maintained by AECOM. At the end of the programme period or once the contract has been completed, DFID will decide in consultation with key stakeholders how best to dispose of assets acquired with DFID funding.

ANNEX B Specifications

Equipment specification

No.	ITEM MASTER DESCRIPTION	QTY		
1	<p style="text-align: center;"><u>Category A (Fine Flour)</u></p>	111		
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<u>Category C (Wheat Flour high production)</u>											
Equipment to be supplied:	Buhler MZMC 20 volumetric feeder Stainless steel. 1.5 mm thick, High Grade X2CrNi18-9 Stainless Steel. Rust Resistant 1.4307 2B with Tensile Strength of 520 MPA										
Suitability:	Feeder should be suitable for food use and use in flour mill and should be made of stainless steel. It should be crack and ravages/gaps free.										
Accuracy:	0 to 5 % full scale with only uniform, dry and free flowing material. Site has to be free of any building vibrations or any other any										

	external factor.		
Operating Range:	0 to 100% with VFD (Variable Frequency Driver)		
Feed Rate:	10 grams per minute to 100 grams per minutes (NaFeEDTA Will be used as premix having density of 860mg/ml.)		
Power Requirements:	400 +/-5% V		
Ambient operating Temp:	0 to 55 C (32 to 131 F)		
Feeder hopper capacity:	0.88 cubic feet		
Load carrying ability	External feeder net weight is 108kg and hopper can hold maximum 1 Total combined weight of feeder and premix is 120kg. VFD and elect mounted separately.		ix. re
Manuals to be provided	Operation Manual; Spare Parts Manual		
Branding	Hopper to be branded as per instructions provided with permanent sticker showing 'UKAid' logo. A sample or photo of the sticker should be provided prior to use.		
	<ul style="list-style-type: none"> Feeder will be equipped with VFD to protect electric motor of micro feeder. Flour mills will supply power to micro feeder through suitable breaker which flour mill will install in their local electrical panel. Breaker should be of 2-4 amps. Speed of Micro should be adjusted with Potentiometer and VFD frequency will be shown digitally. Feeder should have single screw for minor ingredients. The feeder should have low level sensor for indicating low levels of premix in hopper. This sensor will automatically stop the feeder if critical level of premix is in the hopper. A buzzer/alarm warning system will be provided and is included in pricing and linked to the sensor and will sound when the critical level of premix is reached. A maximum of 10 metres of cabling per feeder will be provided and included in pricing to enable this buzzer to be installed in each mill. Any additional cabling will be charged at cost to the mill. Installation of the buzzer will be carried out by mill electricians but overseen by Buhler engineers Separate digital weighing scale with measuring accuracy of 0.01 gram. Measuring range 0.01 gram to 500 grams) The standard period of warranty is 12 months from the date of installation and not more than 15 months from the date of shipment. This is provided under this contract. Warranty to be extended by further 4 years through separate contract between mills and the vendor. 		
	<p><u>Exclusions to the specification</u></p> <ul style="list-style-type: none"> Provision of electrical hardware and additional cabling over a 10 metre distance. This includes but is not limited to : 		

	<p>Circuit breaker. Cabling and trays. Any other hardware required or the services required to integrate microfeeders into mill centralized systems. Required breaker specification and any other hardware requirements will be detailed after the mill inspection.</p> <ul style="list-style-type: none"> • Provision of structural works at mill sites where modifications are needed to install the microfeeders. All instructions for any required modifications will be provided to FFP by the Supplier after the mill inspection. Details of the service provision in the pre-installation inspection are detailed in the proposal at Annex C - Procurement Plan. • Hardware and services to install an interlocking system for the mill conveyors. 	
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ANNEX C
Procurement Plan

ANNEX D
Schedule of Pricing

ANNEX E
Key Performance Indicators and Service Level Agreements

ANNEX F
Savings Management

ANNEX G
Communication Matrix

ANNEX H
Duty of Care country assessment

ANNEX I
LIST OF INSTALL LOCATIONS (YEAR 1) As provided by Mott McDonald

ANNEX J
Warranty Statement

ANNEX K
Quality Assurance and Inspection Certification