



**CALLDOWN CONTRACT**

**Framework Agreement with: AECOM Ltd ( The Supplier or AECOM )**

**Framework Agreement for: DFID Goods and Equipment Procurement Supplier**

**Framework Agreement Purchase Order Number: PO 7387**

**Call-down Contract For: Procurement of Software and Hardware to Support the Pakistan Bureau of Statistics Deliver the Pakistan Population and Housing Census 2017**

**Contract Purchase Order Number: PO 7987**

I refer to the following:

1. The above mentioned Framework Agreement dated 29 March 2016;
2. Your proposal of 8 May 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 25 May 2017 ("the Start Date") and the Services shall be completed by 31 August 2017 ("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 Pakistan Bureau of Statistics ("the Recipient").

**3. Financial Limit**

3.1 Payments under this Call-down Contract shall not, exceed £ 566,142 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

**4. DFID Officials**

4.1

4.2



**5. Key Personnel**

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

N/A

**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 (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. 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.



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

Name:

Position:

Signature:

Date:

For and on behalf of

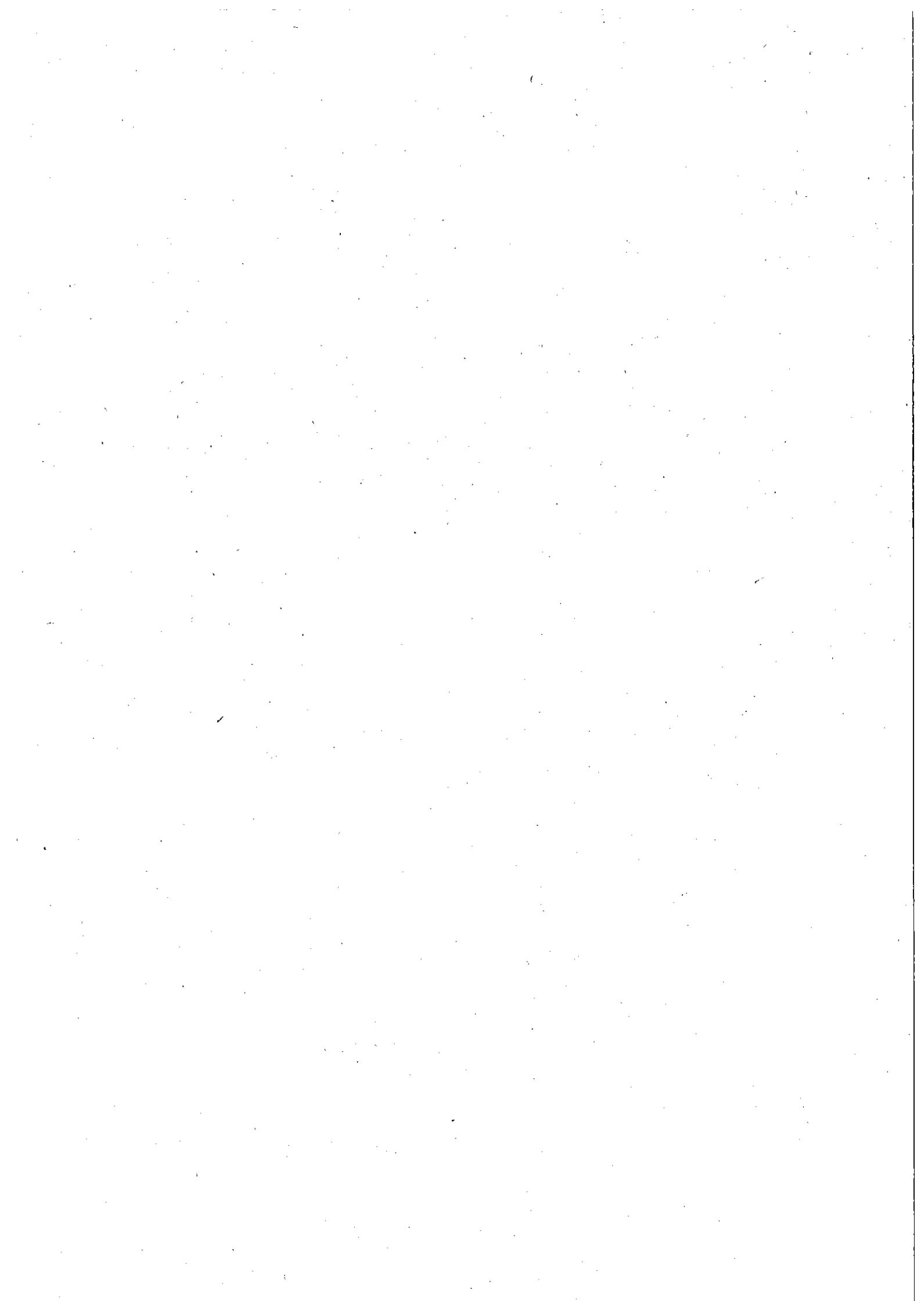
AECOM Ltd

Name:

Position:

Signature:

Date:





**ANNEX A**  
**Terms of Reference**

**Procurement of Software and Hardware to support Pakistan Bureau of Statistics deliver the  
Pakistan Population and Housing Census 2017**

**COMPONENT CODE - 202488-104**

**1. Introduction**

Pakistan Bureau of Statistics (PBS), the prime official agency of Pakistan, is mandated to conduct the Population Census after promulgation of the General Statistics (Re-organization) Act, 2011. The Census of Population and Housing is Pakistan's largest survey program, an important activity to ascertain the structure, composition and size of the population of Pakistan which supports future planning processes. The government has decided to conduct the Census exercise from March, 2017 with the support of the Armed Forces, with all four provinces bearing its cost.

The decision to conduct the population census is overdue as the last census was held in 1998. Since then considerable demographic changes have occurred. An updated population census provides accurate data which supports policy formulation, development projects and social strategies.

The Support Services Wing of PBS is responsible for implementing the systems and procedures required to process the Census data at a Census Headquarters i.e. a centralized processing site. The PBS is upgrading the technology it uses for its census/survey projects, but the use of obsolete technologies has left weaknesses in some IT systems that could put sensitive census data at risk.

An essential part of the census is therefore implementation of "Scanning and Intelligent Character Recognition (ICR) census forms, validation of data, imputation of data and customized reporting", of which installation and configuration of customized and licensed software is a vital part. This project aims to reduce the data capture and data processing time, using software-based quality and validation checks. This will ensure timely delivery of high-quality, processed data to population census wing of PBS and provide appropriate access to information on the population census which will increase staff efficiency, effectiveness and transparency in the process.

The proposed project is the implementation of an information system that is to be deployed and used in the data processing centre of PBS.

**2. Objective**

This project aims to reduce data capture and data processing times, using software-based quality and validation checks for the census. This will provide timely delivery of high-quality, processed data to the population census wing of PBS and ensure appropriate access to information on the population census for greater transparency.

**3. Recipient**

The recipient is the Pakistan Bureau of Statistics ("recipient"). The proposed project is the implementation of an Information System that is to be used in the data processing centre of PBS Islamabad, Pakistan.

**4. Scope of work**

AECOM's role under the Framework Agreement will include having an oversight of the procurement planning, sourcing, tendering, technical and commercial evaluation, contract placement, expediting imports, customs clearance at Karachi port, quality assurance and inspection, in-country



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transportation, personnel training, financial reporting as well as reviewing payment and invoicing.

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

AECOM will be required to liaise directly with DFID and UNFPA for arrangements for delivery to designated sites.

## 5. Outputs / Deliverables

AECOM will:

- Review the Terms of Reference and technical specification and suggest changes that may be required before approaching the market.
- Provide a procurement plan with key milestones and provide regular progress reports on ongoing achievement of these milestones. These reports shall be issued to DFID Pakistan authorised personnel and any changes to the procurement plan produced & proposed timelines shall be agreed with DFID authorised personnel for approval prior to implementation.
- Carry out the procurement of the Goods in line with the aims of the project by liaising with the DFID Pakistan Deputy Programme Manager and UNFPA/PBS Procurement Manager.
- Be responsible for negotiating after sales/installation in-country support by the vendor with a view to full operation of hardware and building of local capacity to manage and sustain the system e.g. through trainings. Details of the required repair times and warranty period to be negotiated will be discussed with PBS based on an assessment of need and price.
- Agree with the vendor to install the goods and provide software training to PBS staff.
- Agree with the vendor to ensure maintenance and troubleshooting options are included in the warranty, and that items are repaired as necessary within the warranty period, as appropriate in the circumstances and in line with the agreed terms and conditions of the warranty.
- Ensure that the Goods are of required specifications outlined in Annex B and conforms to the relevant ordinary industry quality standards.
- Manage the supply base in relation to quality of the Goods, costs and expected delivery time(s). AECOM will arrange for the supply of the Goods and the delivery of the Goods to the locations agreed with PBS, approved by authorised DFID personnel.
- Ensure installation of the equipment and software, and that the vendor provides training of PBS staff on operation, maintenance and troubleshooting.
- Undertake thorough due diligence and capacity assessment of the vendor(s) before awarding contract.
- Address the data integration issues and ensure compatibility with other PBS systems.
- Address data migration issue from one version to another.

DFID shall be entitled to seek recourse with respect to any allegedly defective Good(s) provided by a vendor/manufacture r in accordance with any warranty or guarantee provided by said vendor/manufacture r for such good(s). In the event that any such defect arises with respect to the Goods during an agreed inspection period of 3 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 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;



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- (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.

## 6. Method

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.

## 7. Coordination

Clear communication channels and/or approval processes will be established between AECOM, DFID and UNFPAPBS.

## 8. Reporting

A final report will be submitted to DFID Pakistan by AECOM providing details of deliverables achieved during the procurement period. This would also include a breakdown of costs for the equipment, software, logistics, insurance (if any) and procurement fee to DFID. We expect AECOM to focus on total cost of ownership which will include acquisition, maintenance, training, warranties and expected cost of any version updates during the life of the solution (hardware and software).

## 9. Timeframe

AECOM will be contracted for the period commencing 25 May 2017 until all goods and services have been delivered. 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.

## 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 C. AECOM confirms that:

- They fully accept responsibility for Security and Duty of Care.



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- They understand the risks and have the knowledge and experience to develop an effective risk plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

#### **11. Payment**

Payments will be made in accordance with Annex C herein. AECOM shall issue an invoice to DFID upon delivery of the Goods to the Recipient. AECOM's Fees will be a percentage of the value of the procured goods and equipment.

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.

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.