### **CALLDOWN CONTRACT**

Framework Agreement with: AECOM Ltd

Framework Agreement for: Goods and Equipment Procurement Supplier Framework Agreement

Framework Agreement Purchase Order Number: 7387

Call-down Contract For: Procurement of Storage facility for vehicles and generators for the AAWAZ

Programme – Pakistan

**Contract Purchase Order Number: 8298** 

I refer to the following:

- 1. The above mentioned Framework Agreement dated 29 March 2016;
- 2. Your proposal of 3 May 2018

and I confirm that DFID requires you to provide the Services (Annex A/Annex C), 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 18 May 2018 ("the Start Date") and the Services shall be completed by 18 November 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 DFID Pakistan ("the Recipient").

### 3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £114,423.12 ("the Financial Limit") and is inclusive of any government tax, as detailed in Annex B.

## 4. DFID Officials

4.1 The Project Officer is:

**REDACTED** 

4.2 The Contract Officer is:

**REDACTED** 

### 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:

- 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.

For and on behalf of The Secretary of State for International Development	Name:
	Position:
	Signature:
	Date:
For and on behalf of	Name:
AECOM Ltd	Position:
	Signature:
	Date:

#### ANNEX A

### **Terms of Reference**

## Storage facility for vehicles and generators AAWAZ ("the project") - Pakistan

### Introduction

The UK Department for International Development (DFID) Pakistan office is running the AAWAZ (2012-18) Voice and Accountability programme which operates in 45 districts of Punjab (26 districts) and Khyber Pakhtunkhwa (KP, 19 districts). The programme has been implemented by DAI, the Implementing Partner (IP) in collaboration with four downstream organisations belonging to Pakistani civil society (Aurat Foundation, Southeast Asia Partnership-Pakistan, Strengthening Participatory Organization, and Sungi Development Foundation). The programme has four components: (a) Gender, (b) Conflict Resolution, (c) Citizens Engagement, and (d) Policy, Advocacy, Research and Results (PARR).

The AAWAZ (2012-2018) programme has entered its close-out phase with the current programming ending on 20 May 2018. DFID provided 40 vehicles and 6 generators to the downstream partners for field operations across the 45 districts in Punjab and KP. These assets will become redundant after the closure of AAWAZ programme. DFID Pakistan would like to retain these assets until the successor programme AAWAZ II comes on line in September/October 2018. These assets will then be used for the AAWAZ II programme.

DFID has engaged AECOM Limited (AECOM) t/a DPSA (Delivering Procurement Services for Aid) to provide a storage solution in Islamabad, Pakistan to store these assets from 18th May 2018 to 18 November 2018 and possibly an additional requirement may arise beyond this depending on the final timeframe for AAWAZ II programme. As such AECOM has initiated a procurement exercise to recommend a potential supplier who can provide a suitable solution.

The assets are due to arrive for storage from 18 May 2018 therefore a facility is needed by then. DAI will arrange to transport the assets to the storage facility.

### Objective

DFID has requested AECOM to identify a supplier to provide a warehouse solution that substantially complies with the specified requirements.

The AECOM supplier is required to provide a storage solution that provides assurances to offset the risks associated with the storing of vehicles and generators for the duration of the storage requirement, to the extent reasonably possible. This includes a requirement for a safety and security risk assessment and plan in place.

The supplier must provide a storage solution for the following assets:

#### Parking of 40 Vehicles

- 36 Toyota Corolla
- 4 Toyota Hilux (Double Cabin)

### **Placing of 6 Generator Sets**

- 1 Generator Set 50 KVA.
- 1 Generator Set 15 KVA.
- 2 Generator Sets 8 KVA.
- 2 Generator Sets 40 KVA.

### Recipient

The recipient of the activity is ultimately DFID Pakistan.

## Scope of Work

The scope of the project is to supply a storage solution for DFID Pakistan assets specified above. In addition to this, the storage solution must comply with the requirements set by DFID below.

These requirements involve safety and security guidelines that will take into account the safety of the assets during the six month period, not only equipment (CCTV), personnel (armed guards), but also services (weekly POWER checks). DPSA and its supplier(s) will be responsible for the complete deployment of the solution.

AECOM will need the suppliers to complete a security self-assessment as part of the RFQ before the recommended supplier is contracted.

AECOM will conduct its own additional security assessment of the supplier site and proposed measures, including the security self-assessment prior to contract award. Any recommendations resulting from this assessment that may be deemed necessary to implement in order to meet the specifications are included in this Call Down. The specifications, as well as safety and security guidelines, are detailed in Annex A.

### **Outputs/Deliverables**

Vehicles and Generators ("assets") to be stored from 18 May 2018 to 18 November 2018 inclusive (6 months).

The location of the storage/warehouse to be in a secure location is advisable to reduce the risk of theft.

The facility will need to be covered to protect the assets from the elements (rain/sun). Security Risk Assessment, including flood risk assessment of the area, must be conducted before the contract is issued. This will be done by AECOM's suppliers as part of the self-assessment. AECOM will carry out an independent security assessment prior to contract also, as such access to the site is needed for AECOM and its supplier to do so, in advance.

The facility must be equipped with CCTV cameras.

The facility must be manned 24/7 with armed guards.

The Petrol, Oil, Water, Air and Rubber (POWER) check must be done on weekly bases for the vehicles. Monthly report to be provided to DFID on the status of the POWER check and inventory at the site.

#### Method

AECOM will be responsible for deploying the solution as per the requirements, detailed in Annex A (Specifications), against which the AECOM's performance shall be measured.

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

Clear value for money to be demonstrated at each stage of the process. This will include demonstrating that administrative costs can be minimised, where possible; that management processes are designed to maximize cost-effectiveness, and to seek as much impact as is reasonably possible be achieved.

AECOM to operate within the financial plan as per their proposal.

### Coordination

The communication channels are set out in Annex G (REDACTED).

### Reporting

AECOM will submit reports to the DFID nominated personnel in Annex G (REDACTED).

Monthly report to DFID on the status of the POWER check and inventory at the site. A DPSA Project Manager will work with the suppler to develop the monthly report and consolidate the POWER checks to be included in the reporting.

#### **Timeframe**

AECOM will be contracted from the date of this Call Down Contract through to **18 November 2018** for the deployment of the solution. Assets are due to arrive for storage from 18 May 2018; therefore, a solution is needed by then.

AECOM will be expected to demonstrate efficiency, effectiveness, accountability, and transparency, as well as provide a solution that protects the safety of the equipment throughout the duration of the service, to the extent reasonably possible.

The end date of **18th November** is driven by the expectation that the next round of procurement of the AAWAZ programme would have been completed by **30th September** and that DFID Pakistan would utilise the assets and move them to programme sites by end of October. The end date may need to be extended if the procurement experiences delays.

An option for extension of up to 4 months is possible, subject to written notice of this being provided to AECOM by 28 August 2018 and a separate fee negotiation.

## **Duty of Care**

There is a degree of convergence between the duty of care and security risk management, the latter being a key element in fulfilling obligations under the duty of care. The aim of both is to ensure that all reasonable and practicable measures for managing foreseeable events are in place.

As a rule of thumb, what is expected is that reasonable, practicable steps should be taken to control (for example: prevent, counter, avoid, manage, respond to) the potential occurrence and consequences of foreseeable incidents; some would focus also on whether the steps are effective, adequate or necessary.

#### AECOM confirms that:

- They fully accept responsibility for Security and Duty of Care of its personnel.
- They understand the potential 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.

## **Payment**

Payments will be on a monthly basis in accordance with this Call Down Contract

### **Procurement and Contractual Requirements**

AECOM shall comply with DFID policy and procedures as outlined in the framework agreement.

## **General requirements:**

The proposed solution must be provided by a reliable, experienced supplier who is able to manage and mitigate the risks to the assets.

The proposed solution must include all necessary safety and security, insurance and support components required to deliver a storage solution.

## **Warehouse Safety and Security requirements:**

The storage facility must be fully covered (protected from the elements, sun/rain) with enough space to adequately store the assets.

Security and safety of the assets are paramount, the following provisions need to be included and evidenced:

Perimeter fence with adequate CCTV coverage (covering the assets, internal and external, entrance and perimeter)

Site patrolled by licensed guards 24/7 (trained by Pakistan army)

Fire Extinguishers

Petrol, Oil, Water, Air, and Rubber (POWER)

Checks must be done on weekly basis on Vehicles and Generators.

The service provider must do the exterior wash the assets on entry at the site at the start of the storage period and also once again at the end of the storage period.

A monthly report on the status of the POWER check and inventory at the site must be provided.

A security assessment will be conducted by an independent part prior to any contract being issued to the service provider.

The storage/warehouse provider must demonstrate adequate insurance for theft, fire and other contents insurance up to the total replacement value of the goods being stored.

### Warehouse

- All employees will be Vetted for the safety of assets.
- A secure employee exit area where all employees are required to enter and exit the building and are subject to search.
- Security should have a QRF (Quick Reaction Force capability to react to CCTV)
- Collections from the warehouse will be by prior notice, pre-arrangement only.

### **Insurance requirements:**

Assets need to be insured, including third party, theft, fire and contents insurance, from 18 May to 18 November 2018 inclusive