



CALLDOWN CONTRACT

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

Framework Agreement for: Goods and Equipment Procurement Supplier Framework Agreement

Framework Agreement Purchase Order Number: 7387

Call-down Contract For: Procurement of IT Goods and Equipment for the Tax, Audit and Transparency Programme (TAUT) - Ethiopia

Contract Purchase Order Number: PO 8001

I refer to the following:

1. The above mentioned Framework Agreement dated 29 March 2016;
2. Your proposal of 19 March 2017

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 9 June 2017 ("the Start Date") and the Services shall be completed by 31 May 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 goods and services to –Government of Ethiopia (ERCA, MoFEC and OFAG) the ("the Recipient").

3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £ 2,777,199.85 ("the Financial Limit") and is inclusive of any government tax, as detailed in Annex B.

4. DFID Officials

4.1



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:

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.



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

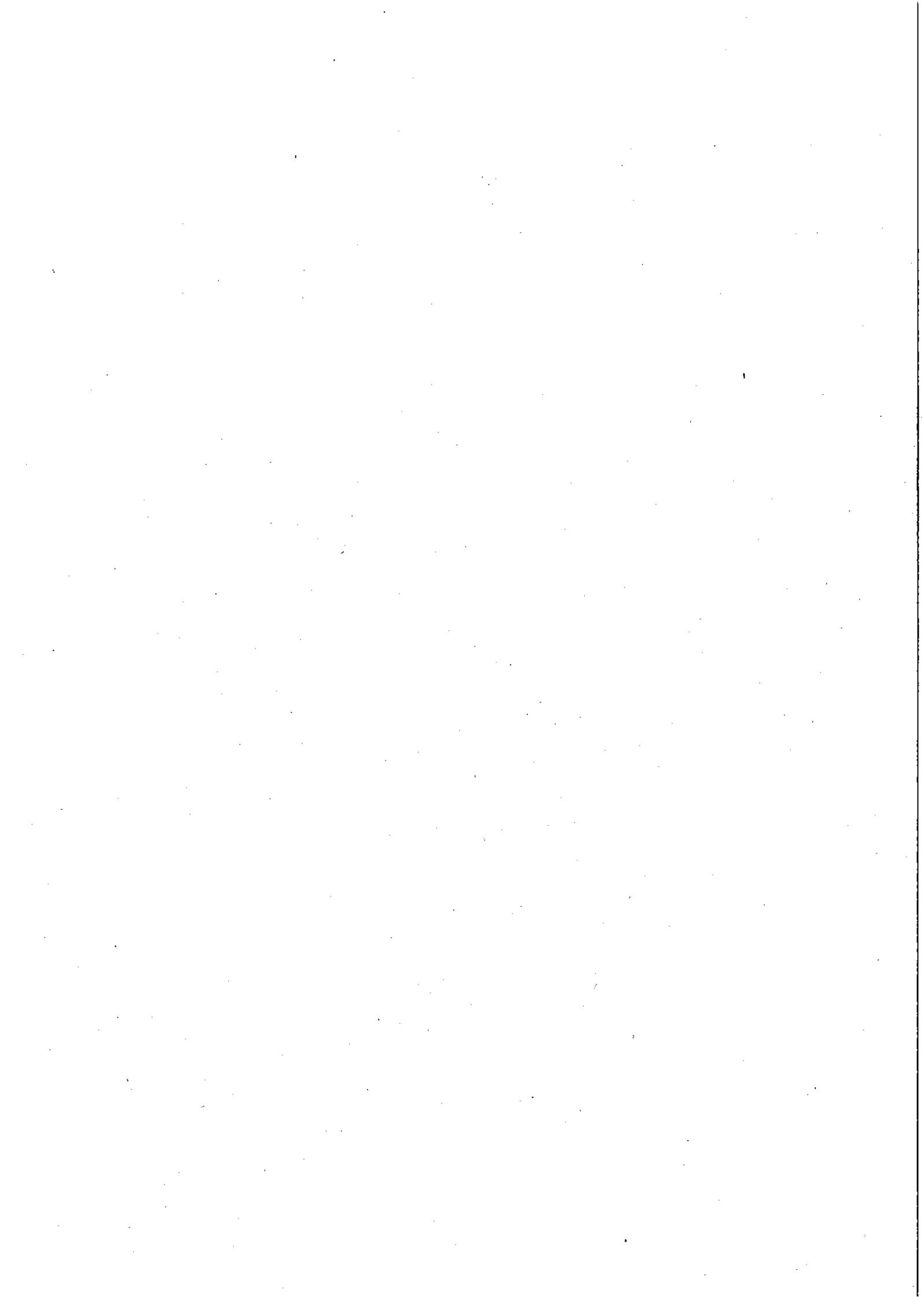
AECOM Ltd

Name:

Position:

Signature:

Date:



ANNEX A

Procurement of IT Goods and Equipment for the Tax, Audit and Transparency Programme (TAUT) - Ethiopia

Terms of Reference

Introduction

Ethiopia is one of DFID's largest bilateral programmes. From a low base, Ethiopia's growth and expansion of basic services in recent years has been among the most impressive in Africa. However, Ethiopia remains one of the world's poorest countries, with around 25 million people (about 27%) still living in extreme poverty. It is comparatively under-aided, ranking the fourth lowest of all DFID priority countries in sub-Saharan Africa in terms of ODA per capita. Strong progress towards some of the MDGs (Millennium Development Goals) has been made from a very low base, and will be difficult to maintain in the pace of increasing population pressure. Unemployment and lack of inclusiveness in both political and economic sphere are likely to fuel instability, threatening the delivery of Ethiopia's development objectives.

DFID has designed a new programme - Tax, Audit and Transparency (TAUT) to support the Government of Ethiopia in their endeavour to increase tax revenue and improve transparency and accountability in use of resources. The programme was approved by DFID ministers in June 2014; MOU was signed with GoE in August 2014; the Service Provider was contracted during the September 2014 – February 2015 and implementation started in May 2015. The programme assists the federal government and four regional states – Oromia, Amhara, Tigray and SNNP.

Purpose

1. The purpose of this assignment is to procure goods and equipment for the TAUT programme. Up to 15% of the total programme cost in the approved business case was allocated for such procurement. This procurement is expected to commence in June 2017 and be completed in November 2017.

Scope

2. AECOM is required to procure goods and equipment to the required specifications as detailed in Annex B attached and deliver to the addresses specified in the Terms of Reference.

AECOM will provide a Procurement Plan which details how they will deliver, in order to achieve best value for money.

AECOM will work closely with DFID and Government agencies (ERCA, MoFEC, OFAG) to ensure quality of delivery and minimise operational delays. AECOM will have an oversight of the procurement planning, sourcing, tendering, technical and commercial evaluation, contract placement,

expediting imports, customs clearance, quality assurance and inspection, in-country transportation, financial reporting as well as reviewing payment and invoicing.

In addition AECOM will provide project management oversight, as specified in the technical assistance proposal, and provide for the supply of personnel training is supplied as per the specification requested.

AECOM will oversee the provision of certain follow-up support including installation, training and the operationalisation and normalisation of the equipment and installed systems. In addition, AECOM will provide oversight of the IT procurement and monthly reporting to the Senior Responsible Owner for TAUT and Deputy Programme Manager in the Governance team in DFID Ethiopia, as made known to AECOM by DFID in writing. .

AECOM will be required to liaise directly with DFID and certain Government Agencies for arrangements for delivery and proper access to designated sites.

Recipients

3. The recipient is the Government of Ethiopia specifically the Ethiopian Revenue and Customs Authority (ERCA), Office of the Auditor General (OFAG) and the Ethiopian Ministry of Finance and Economic Cooperation (MoFEC).

Outputs / Deliverables

4. AECOM will:

- Provide a procurement plan with key milestones and provide monthly progress reports on ongoing achievement of these milestones. The format of these reports shall be agreed with the DFID Ethiopia authorised personnel prior to commencement of the project and any changes to the agreed procurement plan & timelines shall be submitted to DFID authorised personnel for approval prior to implementation.
- Undertake all sourcing as per the terms and conditions of their framework agreement, PO 7387, with DFID.
- Ensure that procurement of the items is undertaken in line with the aims of the project by liaising with the DFID Ethiopia Senior Responsible Owner and Deputy Programme Manager and each of the government agencies (ERCA, MoFEC, OFAG) as listed in the communication matrix at Annex G
- Be responsible for negotiating after sales/installation in-country support with the vendor with a view to continuing the operation of hardware and the building of local capacity to manage the system e.g. through trainings. Details of the required repair times and warranty period to be negotiated will be discussed with the recipients based on an assessment of need and price.
- Agree with the vendor to install the goods and provide software training.

- Agree with the vendor on the recipients behalf regarding the inclusion of maintenance and troubleshooting options being included in the warranty
- Seek to include the accessibility of software updates (as well as operating manuals/audio/visual CDs and other requisite software) to support a lifespan of equipment for a minimum of 3 years. The provision of these updates shall be between the recipient and the vendor/manufacturer.
- Provide equipment and software that is of required specifications and conforms to the quality standards anticipated by Government Agencies outlined in the specification in Annex B and agreed throughout the technical evaluation period by the recipient's representatives.
- Manage the supply base in relation to quality, cost and delivery time. AECOM will ensure supply the agreed equipment and software and oversee the delivery of it to locations specified on the ToR on receipt of a signed call-down from DFID.
- Provide installation of the equipment and software, and that the vendor provides training to Government Agencies on operation, maintenance and troubleshooting.
- Maintain close coordination with Government Agencies on technical requirements and ensure follow up support (trouble shooting, maintenance and operation) is in place for the period of contract with AECOM.
- Undertake thorough due diligence and capacity assessment of the suppliers before awarding contract.

Timeframe

5. AECOM will be contracted for one year from 9 June 2017 to 31 May 2018 however the procurement is expected to be carried out between the period commencing 9 June 2017 until 30 November 2017. 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.

Reporting

6. AECOM will report to the Senior Responsible Owner for TAUT and Deputy Programme Manager in the Governance team in DFID Ethiopia on a monthly basis as agreed between the two parties prior to the contract period, on what stage the work is at, based on the approved plan of activities. The report would provide details of deliverables achieved during the procurement period. The reports will also include a breakdown of costs for the equipment, software, logistics, insurance (if any) and procurement fee to DFID.

Duty of Care

7. The Supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their personnel

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Services (such as working in dangerous environments etc.)

The Supplier must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID Annex H the risk mitigation plan developed by AECOM (proposal). They must confirm in their Tender that:

- They fully accept responsibility for security and duty of care.
- 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.

Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, tenderers should consider the following questions:

Payment

8. Payments will be linked to the staged delivery of the Goods or service provided associated with the goods. AECOM shall issue an invoice to DFID upon each individual delivery of the Goods or provision of service to the Recipient on an agreed milestone basis. 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 expenditure incurred in the programme activities and keep original copies for the record for the entire duration of the programme.

AECOM is required to procure items for recipients: Ethiopian Revenue and Customs Authority (ERCA), Office of the Auditor General (OFAG) and Ministry of Finance and Economic Development (MoFEC). The items will need to be delivered to the following address:

- ERCA: Ethiopia Revenue and Customs Authority, Head Quarter, P.O.Box 2559, Addis Ababa, Ethiopia
- MoFEC: Sidist Kilo, (in front of lion cage), King George VI Street, Addis Ababa, Ethiopia
- OFAG: Office of Federal Auditor General (OFAG), Meskel Square, Flamingo Area, Addis Ababa, Ethiopia
- OFAG ATI: Office of Federal Auditor General (OFAG), Meskel Square, Flamingo Area, Addis Ababa, Ethiopia

