

CALL DOWN CONTRACT

Framework Agreement with: Crown Agents Limited (“Supplier”)

Framework Agreement for: **CPG/798/2015 THE CONFLICT STABILITY AND SECURITY FUND**
 (“Framework Agreement”)

Call-Off Contract for: Technical and Logistical support to the Better Government in Kyrgyzstan Project

Call-Off Contract Purchase Order Number or reference number: PO 8055

I refer to the following:

1. The Framework Agreement

1.1 Further to the Suppliers proposal dated September 2017 and clarifications letter submitted to the Contract Officer on 25 October 2017. DFID requires the Supplier to provide the Services as stated in the attached Terms of Reference and, under the Terms and Conditions of the Framework Agreement which shall apply to this Call-off Contract as if expressly incorporated herein.

2. Commencement and Duration of the Services

2.1 The Supplier shall start the Services no later than 16 November 2017 (“the Start Date”) and Services shall be completed by 31 March 2020 (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

3. Recipient

3.1 DFID requires the Supplier to provide the Services to the National School of Government (NSGI) (“the Recipient”).

4. Financial Limit

4.1 Payments under this Call-off Contract shall not exceed £421,465 (£284,055 (Fees) + £17,590 (Expenses) + £120,000 (Procurement Budget)) (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Terms of Reference and schedule of Prices and Rates at Appendix B.

5. Payment Basis

5.1 Payments will be made quarterly (with the exception of the period 16 November to 31 December 2017) in accordance with Proforma 5 shown in Annex B – Schedule of Prices, subject to satisfactory performance to be agreed by DFID and in line with Clauses 14 – 21 of the Framework Agreement.

Written consent is required prior to the appointment of Staff to any vacant roles. The Supplier should provide their CV and explain their recruitment methodology and how the selection of team members has been tailored to ensure best value.

6. Sub-contractors

6.1 Not applicable.

7. Reports

7.1 The Supplier shall submit project reports in accordance with the Framework Agreement and Terms of

Reference at Appendix A of this Call-Off Contract.

8. Duty of Care

8.1 All Staff (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier as set out at Clause 7 of the Framework Agreement and Terms of Reference (Appendix A) in this Call-off Contract.

9. Call-off Contract Signature

9.1 If the original form of Call-off Contract is not returned to the Contract/Project Officer (as identified at clause 6 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the DFID , DFID will be entitled, at its sole discretion, to declare this Call-off Contract void.

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

Name:

Position:

Signature:

Date:

For and on behalf of Crown Agents Limited

Name:

Position:

Signature:

Date:

Please refer to the call-down Terms and Conditions for Framework CPG/798/2015 - THE CONFLICT STABILITY AND SECURITY FUND .

Terms of Reference

Technical and logistical support to the Better Government in Kyrgyzstan Project

1. Introduction

1.1 DFID Central Asia wishes to engage a supplier to provide technical and logistical support to the National School of Government International (NSGI), who are leading a programme of work in Kyrgyzstan designed to build the capacity of the Prime Minister's Office. The successful bidder will be required to provide a range of support services to facilitate NSGI's work in Kyrgyzstan. This will include providing a full-time local political adviser; a full-time English-Russian translator; and managing the procurement of a number of local services, such as, but not limited to, catering, transportation, accommodation, conference and communications.

2. Background

2.1 DFID Central Asia's governance portfolio is designed to encourage the governments of Kyrgyzstan and Tajikistan to become more effective in delivering inclusive economic growth. In Kyrgyzstan, our work is divided into two strands:

- Improving centre of government capability to implement policy priorities, with a focus on economic development; and
- Strengthening the capacity of parliament and political parties to contribute to economic development through legislation, oversight and the formation of issues based coalitions.

2.2 Since May 2016, the National School of Government (NSGI) has been delivering a programme of work – the Better Government in Kyrgyzstan project – designed to support the first strand of DFID's vision, outlined above.

2.3 NSGI is a UK cross-governmental unit. NSGI's purpose is to support civil service reform and capacity building overseas, using UK public servants from a range of departments in both short and long-term advisory roles. NSGI is made up of a small permanent core team of UK civil servants drawn from a range of UK government departments. This team is complemented by former civil servants and subject matter experts available to be deployed for short periods.

2.4 The Better Government in Kyrgyzstan project is designed to build the capacity of the Kyrgyz Prime Minister's Office to coordinate government business and ensure strategic priorities are successfully implemented. NSGI's work is focused on the following four areas:

- **People** – ensuring the Prime Minister's Office has the right staff, with the right skills, working for it, and that those staff are incentivised to perform their roles to the best of their ability;
- **Structures** – ensuring that the formal structures of the Prime Minister's Office are designed in such a way as to allow it to undertake its chosen functions;
- **Processes** – ensuring that the internal processes within the Prime Minister's Office are efficient, avoid duplication, and maximise the utility of the available human resources;
- **Coordination** – ensuring that the Prime Minister's Office has strong and functional relationship with its key external stakeholders, including other central government functions, line ministries, and parliament.

2.5 It is expected that, by improving the capacity within the Prime Minister's Office to coordinate government business more effectively and monitor delivery of strategic priorities it will be possible to improve delivery of key government priorities that result in better outcomes for citizens and businesses, and ultimately lead to greater trust in the Kyrgyz state.

2.6 At present, NSGI is delivering its objectives through regular, short missions to Bishkek. In future, NSGI may seek to deploy a permanent resident adviser to Kyrgyzstan, to help oversee project activities. In either case, NSGI requires additional technical and logistical support from a service provider able to help facilitate the successful delivery of project activities in country.

3. Scope of Work

3.1 DFID Central Asia is looking to engage a partner who can deliver the following services to support delivery of the Better Government in Kyrgyzstan project:

- A full-time* political adviser, with knowledge of Kyrgyz government structures and political networks both within government and parliament, and an ability to use these knowledge and networks to inform programming decisions. Experience working with NSGI and using a peer-to-peer model to build capacity will be an advantage. Adviser must be fluent in Russian;
- A full-time* English-Russian translator with minimum 5 years of experience of interpreter and translation services from/to English-Russian, and who is comfortable with providing both simultaneous and consecutive oral translation as well as written translation of technical government and project documents;
- Procurement and logistical support. The supplier will be required to oversee a budget of approximately £120,000, which will be used to procure local goods and services at the request of NSGI. These goods and services may include, but will not be limited to: taxi services; conference room booking; catering services; international and domestic flights; visas; English language lessons; and office equipment.

3.2 Due to the flexible and adaptive nature of NSGI's work, the level of procurement and logistical support under point three above will vary over time. The supplier will be required to respond quickly to changes in demand.

3.3 The supplier will be expected to deliver these services directly or through sub-contractors.

3.4 In the case of the procurement and logistical support element of the contract, the supplier will be required to charge DFID on the basis of actual expenditure incurred, and will be required to provide evidence (in the form of receipts) of the expenditure incurred.

**Full-time political advisor and translator will be based in Bishkek and will work 5 days per week (Mon-Fri), from 9.00 to 18.00, with ability to work on weekends (by exception). Also, when required extra hours after 18.00 (Mon-Fri) although it is estimated at 1-2 times per month. The contractor must factor for this in their costs as this will not be paid for separately. An office with desk, chair, personal computer and printer access will be provided at the Kyrgyzstan Government Apparatus Building where the political advisor and translator are required to work from. Please note that a security clearance will be required for the political advisor and translator from the Kyrgyzstan Government before they can take up occupancy in the building.*

4. Recipient

4.1 The recipient of the services provided will be NSGI; however, the supplier will ultimately be accountable to DFID Central Asia as the manager of the contract.

5. Timing

5.1 The contract for this work shall commence on 16 November 2017, and will end on 31 March 2020.

5.2 There will be an option to extend the contract for a period of one year from 1 April 2020 to 31 March 2021. A budget will be available for the extension period, if this option is exercised.

6. Break points

6.1 DFID Central Asia will regularly review the Better Government in Kyrgyzstan project as part

of its standard programme management processes. In the event that DFID determines not to continue with the programme or redesign the programme for any reason, DFID will reserve the right to terminate the contract with the supplier in accordance with the DFID Standard Terms and Conditions.

7. Scale-up/down

7.1 Tenderers' proposals should give consideration to the options for scaling up and scaling down of delivery if required.

7.2 Any change (up or down) required and agreed to by DFID specifically in relation to the number of Political Adviser and Translator personnel shall be the subject of a contract amendment and Contract Pricing Schedule change (as applicable).

7.2 Any change (up or down) in relation to the value of throughput under Procurement of Local Services will **not result** in a change to the contractor's Management Fee which shall remain firm (not subject to change) throughout the contract base period (16 November 2017 to 31 March 2020) and the Option Year (1 April 2020 to 31 March 2021) if invoked by DFID.

8. Performance requirements & reporting

8.1 The supplier will be required to submit a quarterly report to DFID Central Asia and NSGI, summarising activities undertaken along with an invoice for the services rendered. The supplier will be expected to meet the following key performance indicators (KPIs). DFID reserves the right to withhold 10% of the quarterly management fee in the event that any one of the KPIs is not met fully; at all times during the preceding quarterly (3 months) service period.

- i. KPI 1: The supplier must submit a quarterly report and invoice, along with supporting documents, detailing activities undertaken and expenditure incurred no later than the 10th of the month following the end of the quarter (e.g. reporting for April-June must be submitted no later than 10 July)
- ii. KPI 2: The supplier must respond to emails from either DFID or NSGI within 24hours of the email being sent. Failure to respond to five emails within 24hours in a single quarter will represent a breach of this KPI.
- iii. KPI 3: The supplier must arrange airport transfers from Manas International Airport to Bishkek provided that at least 24hours notice is given.

8.2 Whilst the contractor is expected to fulfil the KPI requirements at all times, the initial service period 16 November 2017 to 31 December 2017 only, will not be subject to any possible or theoretic withholding of Management Fee. This is in consideration of the contract service provision being in its infancy notwithstanding that the contractor is expected to be fully mobilized by contract vesting day (16 November 2017).

9. Transparency

9.1 DFID requires suppliers receiving and managing funds to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

9.1.1 Accordingly, but not limited to, the contractor is required to submit copies of its supply chain (sub-contractor) invoices and evidence of payment when invoicing DFID for its actual Procurement of Local Services Costs and applicable Management Fee.

9.2 It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to DFID. Further IATI information is available from:

<http://www.aidtransparency.net/>

10. Procurement of Local Services

10.1 Where the estimated value of a service request made by designated NSGI or DFID Kyrgyzstan Office personnel is made for the contractor to procure services estimated to be greater than £1,000 ex UK VAT, the contractor must obtain 3 quotations in order to demonstrate competition in its supply chain. Where 3 quotations are not obtainable the contractor must provide clear and robust evidence to support this.

10.2 For Procurement of Local Services requests with a value less than £1,000 ex UK VAT, the contractor is required to obtain 1 quotation only.

10.3 The application of the requirement for 3 quotations shall apply to each service element of a request and not the composite value of a request e.g. elements such as catering, transportation, conference facilities will be valued separately and only if any individual service element is above £1,000 ex UK VAT, should the contractor obtain 3 quotations.

11. Tax

11.1 Tenderers are responsible for establishing the status of this Requirement for the purpose of any government tax in the UK or Overseas. Any applicable taxes must be shown in Proforma 3 (ITT Annex B). Tenderers must supply either a statement confirming they have investigated the tax position and advising no tax is applicable OR must provide a figure at proforma 3 of the tax due under any contract.

12. End of Contract Activities

12.1 Three months before the expiry date of the contract the supplier will prepare for DFID Central Asia's approval a draft Exit Plan which shall include:

- A disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal;
- The supplier's plans on co-operating to ensure the smooth transfer of responsibilities from the supplier to any persons or organisation taking over such responsibilities after the contract ends;
- The supplier's plan to deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or, unfinished materials or work-in-progress which relate to the contract;
- The supplier's plans to provide DFID before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the supplier;
- The return by the supplier of all Confidential Information to DFID before the contract end date.

13. Duty of care

13.1 The supplier is responsible for the safety, well-being and vetting of their personnel (as defined in Section 2 of the Framework Agreement) including their sub-contractors and third parties affected by their activities under this Call Down Contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

13.2 DFID will share available information with the supplier on security status and developments in-country where appropriate.

13.3 This Procurement will require the supplier to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon.

13.4 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 contract.

13.5 Tenderers 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 (see Annex A of this ToR). 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.

13.6 Acceptance of responsibility must be supported with evidence of capability (no more than 1 A4 page) and DFID reserves the right to clarify any aspect of this evidence. In providing evidence Tenderers should consider the following questions:

- a. Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
- b. Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- c. Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- d. Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- e. Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- f. Have you appropriate systems in place to manage an emergency / incident if one arises?