

CALLDOWN CONTRACT

Framework Agreement with: AECOM Ltd

Framework Agreement for: DFID Goods & Equipment Procurement Supplier

Framework Agreement Purchase Order Number: 7387

Call-down Contract For: Procurement of Goods for the Climate Smart Agriculture Zambia (CSAZ) Programme,

Contract Purchase Order Number: PO 8380

I refer to the following:

1. The above mentioned Framework Agreement dated 29th March 2016 between the Department for International Development ("DFID") and AECOM Limited ("AECOM") ("Supplier")
2. Your proposal of **27th September 2018**

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 ^{10th} **October 2018** ("the Start Date") and the Services shall be completed by 9th **December 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 Climate Smart Agriculture Zambia (CSAZ) ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£216,353.18** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex D.

4. DFID Officials

- 4.1 The Project Officer is:

REDACTED
- 4.2 The Contract Officer is:

REDACTED

6. Reports

- 6.1 The Supplier shall submit project reports
- 6.2 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.

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

Name:

Position:

Signature:

Date:

For and on behalf of

Name:

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Position:

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 Prices
Annex E	KPIs and SLAs
Annex F	Savings management
Annex G	Communication Matrix
Annex H	Duty of Care country assessment

ANNEX A
Terms of Reference
Call Down Terms of Reference

Procurement of Goods for the Climate Smart Agriculture Zambia (CSAZ) programme

1. Context

DFID Zambia is contracting AECOM as its Supplier to procure goods to support the implementation of the Climate Smart Agriculture Zambia (CSAZ) programme by the Conservation Farming Unit.

2. Objectives

The programmes expansion to new areas requires heightened efforts in the procurement of selected goods as well as timeliness and efficiency in the process. With the procurement of goods that are on time and to the required quality as well as demonstrate technical and commercial capacity to deliver value for money in the management of the procurement process.

3. Recipient

The recipient of the goods described in these Terms of Reference is the Conservation Farming Unit (CFU) Limited.

Conservation Farming Unit (CFU) Limited
P.O Box 320450, Lusaka, Zambia
Plot 297a/9/10 Leopards Hill Rd, Lusaka

4. Scope

AECOM will develop and agree a procurement schedule with CFU and DFID Zambia including finalising the specifications and amounts to be tendered and agreeing the sequence of procurement of the 1,663 bicycles.

AECOM will undertake the procurement of the specified goods in a timely and accountable manner, in accordance with the terms and conditions and scope of services of DFID framework and taking into account Whole Life Costing (WLC).

Once the bicycles arrive in the country or become available for dispatch (if procured locally), AECOM will:

- work with CFU to ensure delivery to the relevant districts as agreed with the CFU. This will include;
Arranging appropriate inspection of goods to ensure conformity to contract specifications;

5. Method

In accordance to the Overarching Framework Agreement PO 7387, response times for key procurement activities against which the Suppliers' performance shall be measured as detailed in Annex E.

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. Annex C denotes the Procurement Plan.

Clear communication channels and / or approval process will be established between AECOM and DFID Zambia at the onset of contract. Annex G denotes the Communication Matrix.

The DFID Zambia Commercial Adviser, Delegated Procurement Officer and Programme Manager will be kept informed by AECOM of all relevant issues likely to affect the implementation of the programme.

6. Reporting

AECOM will provide a report of the procurement process at the end of the contract period. In addition AECOM will provide a fortnightly email update to the Contract Officer on the ongoing progress of the order throughout the duration of the contract. Annex E denotes the Key Performance Indicators and Service Level Agreements applicable to this Contract.

7. Time frame

AECOM will commence the procurement exercise on October 2018 with delivery to be made, in accordance with the schedule provided at Annex D, no later than December 2018 unless alternative dates are confirmed in accordance with Annex D or unless the Call-down Contract is terminated. This call down may be extended for a period up to 6 months in agreement with both parties.

8. DFID Co-ordination

AECOM will report to DFID Zambia Procurement Officer and DFID Zambia Programme Officer. The Communication Matrix is attached in Annex G.

9. Payment

Payments will be linked to the delivery of the bicycles. AECOM's fees will be REDACTED, as detailed in Annex D.

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.

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

AECOM will liaise with DFID Zambia to ensure that all relevant documentation pertaining to any exemptions from tax that may apply to the procurement are obtained.

REDACTED

**ANNEX B
Specifications**

**ANNEX C
Procurement Plan**

**ANNEX D
Schedule of Prices**

**Annex E
KPIs and SLAs**

**Annex F
Savings management**

**Annex G
Communication Matrix**

**Annex H
Duty of Care country assessment**