

CALLDOWN CONTRACT

Framework Agreement with:

Charles Kendall and Partners

Framework Agreement for:

**Procurement Agent and Capacity
Development in Partner Government
Services**

Framework Agreement Purchase Order Number: PO 5758

Contract For:

Procurement of goods/equipment for

Adolescent Girls' Initiative Action Research Program

Contract Purchase Order Number:

7126

I refer to the following:

The above mentioned Agreement dated 1st April 2009 and I confirm that DFID requires you to provide the Services (Annex A), under the terms and conditions of the Agreement which shall apply to this Calldown Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 16th March 2015 ("the Start Date") and shall be completed by 30th November 2019 ("the End Date") unless the Calldown Contract is terminated earlier in accordance with the terms and conditions of the Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services below to the Adolescent Girls' Initiative Action Research Program ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Calldown Contract shall not, exceed £350,000 ("the Financial Limit") and is exclusive of any government tax, if applicable.

4. DFID Officials

- 4.1 The Project Officer is:

4.2 The Contract Officer is:

5. Reports

5.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

6. Calldown Contract Signature

6.1 If the original Form of Calldown 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 5 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Calldown Contract void.

For and on behalf of

Name:

The Secretary of State for

International Development

Position: Procurement Manager

Signature:

Date: 17 April 2015

For and on behalf of

Name:

Charles Kendall and Partners

Position:

7 Albert Court

Prince Consort Road

Signature:

London SW7 2BJ

Date:

Annex A

Terms of Reference for the procurement of goods/equipment for

Adolescent Girls' Initiative Action Research Program

Procurement Agent: Charles Kendall

Aries Supplier ID 11392

8 March 2015

Background

1. The Adolescent Girls Initiative – Kenya (AGI-K), will deliver multi-sectoral interventions for 6,000 girls ages 11-14 in two marginalized areas of Kenya (3,000 in each): 1) Kibera slums in Nairobi and 2) Wajir County in Northeastern Kenya. Implemented by Save the Children in the North and Plan International in Nairobi, these interventions will run for two years and will comprise a combination of girl-level, household-level and community-level interventions. A randomized controlled trial will be used to compare the impact of four different packages of interventions. In addition, careful costing data will be collected to understand the cost of each intervention.
2. These terms of reference are for the procurement of goods/equipment for the Adolescent Girls Initiative – Kenya (AGI-K). The indicative list of goods and estimated budget are attached as Annex B

Objectives

3. The Procurement Agent - Charles Kendall's (CKP) overall role is to procure the goods and equipment between January, 2015 and November, 2019 with Population Council.

Recipient

4. The recipients of the services will be Population Council (PC) Save the Children and Plan International.
5. Population Council is the Service Provider on AGI-K and will be responsible for the technical specifications of items required and the overall procurement plan.

Scope/Deliverables

6. CKP will work with PC who will provide the required technical specifications of the goods/equipment to the CKP
7. CKP is responsible for:
 - review specifications from a procurement perspective to determine they are fit for quotation/tender purposes.
 - In liaison with PC review specifications prior to quotation/tendering and later for assistance with evaluations if necessary.
 - discuss and agree with PC the most appropriate quotation/tender method for each requirement.

- prepare the necessary quotation/tender documents with PC providing any special conditions that need to be included.
- will undertake the quotation/tender process
- will respond to bidders requests for clarifications (with PC providing the response to send on technical issues)
- will receive bids in their Nairobi and London office
- Undertake joint evaluations with PC with CKP covering the commercial aspects and PC covering the technical aspects
- will produce the evaluation report containing award recommendations
- will prepare the draft contract for the suppliers
- will undertake any necessary contract negotiations
- will place the contracts in their capacity as procurement agent acting for and on behalf of DFID Kenya on behalf of PC.
- will expedite the contractors and provide regular status reports to PC
- will receive supplier's invoices and other contractual documentation and verify against contract
- will forward to PC to ascertain invoices within 5 days on receipt of a valid invoice;
- CKP will maintain full records of all procurement processes

PC is responsible for:-

- confirm to DFID their acceptance of CKP invoice within 5 days on receipt of invoice;
- maintain an asset register on all procurement
- provide quarterly forecasts of procurement expenditure to DFID

DFIDK is responsible for:-

- approving the ToRS
- make payment to CKP in accordance with its contractual obligations.
- Resolving any issues that may arise between CKP and PC

Method

8. CKP will set up a Procurement Agent Project Management Unit (PA-PMU), which will coordinate the effective management and monitoring of the programme with DFID PMU and with the Service Provider PMU. The PA-PMU will comprise of 2 project coordinators.
9. Clear communication channels and/or approval processes will be established within CKP, PC and DFID Kenya
10. The DFID Kenya Senior Programme Officer, and PC will be kept informed of all relevant issues that are likely to affect the implementation of the programme.
11. Agent methodology for undertaking this assignment must be consistent with the scope of the services/terms and conditions of the relevant DFID framework. Timing and procurement planning are critical to the successful implementation of the project. The Agent will be expected to demonstrate efficiency, effectiveness, accountability and transparency, and measure and record its associated value added.

12. The PA and Service Provider will need to be flexible in its approach and be aware that delivery time tables may change in order to adapt to reality on the ground. This is a politically sensitive area and final go ahead to procure goods will always be preceded by in-depth discussions between key government stakeholders given the role that they play as a driver of institutional change.
13. Following award of the contract, a start-up meeting will be arranged with the Service Provider to agree respective roles and responsibilities, agree time lines for the project and develop supply lists, specifications and quantities to be tendered. These agreements will be summarized in a procurement plan, attached as Annex B.

Financial Management

14. Payments will be linked to outputs. Outputs shall be explained in detail in the procurement plan, along with associated budget and timeframe – Annex B. Detailed schedule of prices is included in Annex C.
15. An inventory of all assets procured under the programme will be maintained by the Service Provider. At the end of the programme period or once contracts have been completed, DFID-Kenya will decide in consultation with key stakeholders how best to dispose of assets acquired with DFID funding.

Reporting

16. Quality monthly progress narrative reports will be submitted to DFID-Kenya and PC by CKP. A submission schedule will be discussed and agreed between DFID Kenya, CKP and PC. The monthly reports will include a full report on progress, detailing deliverables achieved in the preceding month and any proposed corrective action. Detailed work plans for the next month and expected deliverables to be achieved will be submitted by CKP to DFID and PC. .
17. Accurate monthly financial expenditure and forecasting reports will be submitted by CKP to DFID and PC, including a breakdown of costs for material, logistics, insurance (if any) and procurement fee, in line with the Collaboration Unit monthly reporting.
18. In accordance to the Overarching Framework Agreement 4448 and its attached Call Down Contract 5758, any procurement which is subject to the EU Directives will be subject to the minimum timescales set out under the relevant EU procedure. The procurement agent will place a Prior Indicative Notice in OJEU wherever possible in order to reduce the minimum timescales. Where the EU Directives do not apply, and unless agreed otherwise at the project conception stage and stated in the procurement plan, response times for key procurement activities against which the agents' performance shall be measured as follows:

TYPE OF PURCHASING	SIMPLE PURCHASING (Limited sourcing and technical input, clearly defined requests for off-the-shelf products)	COMPETITIVE QUOTATIONS (more than one source, increased technical input including evaluation, cost >£25,000)	COMPETITIVE TENDERING (complex specification and detailed evaluation report, cost >£111,676)
From receipt of Indent or Instruction to procure: to Evaluation report to Client/End-User	Up to 5 days	10 -20 days	In accordance with the associated legislative timescales
Order Placement (from date of receipt of approval to award of supply contract)	Up to 5 days	Up to 5 days	Up to 5 days (after mandatory standstill period)
Delivery	In accordance with the terms and conditions of contract and project timeframes	In accordance with the terms and conditions of contract and project timeframes	In accordance with the terms and conditions of contract and project timeframes

Timing

19. Beginning of January 2015 to end of November 2019.

DFID Coordination

20. CKP will report to The Senior Programme Officer, in DFID Kenya on managerial issues and the Contracts Officer, in PCD on contractual issues.

Duty of Care

21. CKP will be expected to provide their own overseas duty of care and logistical arrangements. If deemed necessary DFID may need to be convinced that systems and procedures that they have in place are adequate if travelling in conflict affected regions.