

CALLDOWN CONTRACT

Framework Agreement with: International Procurement Agency B.V.

Framework Agreement for: Procurement Agent and Capacity Development in Partner Government Services

Framework Agreement Purchase Order Number: 5759

Call-down Contract For: Procurement of goods/equipment for Tackling Visceral Leishmaniasis in South Asia and East Africa Lots 1 and 2.

Contract Purchase Order Number: 7313

I refer to the above mentioned Framework Agreement dated 27th February 2009

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 14th September 2015 ("the Start Date") and the Services shall be completed by 31st December 2016 ("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 World Health Organisation in Sudan, IMA World Health in South Sudan and The World Health Organisation in Ethiopia ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £338,000 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex C.

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. **Call-down Contract Signature**

- 6.1 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 5 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: Contract Manager

Signature:

Date: 14th September 2015

For and on behalf of
International Procurement Agency BV
P.O. Box 190
1400 AD Bussum
The Netherlands

Name:

Position:

Signature:

Signature:

Date:

ANNEX A

Terms of Reference example

Terms of Reference for the procurement of goods/equipment for Tackling Visceral Leishmaniasis in South Asia and East Africa Lots 1 and 2.

Procurement Agent IPA

Aries Supplier ID 30655

Aries Component Code : 203148-101

23rd July 2015

Introduction

1. The 'Tackling Visceral Leishmaniasis in South Asia and East Africa' Programme seeks to contract a DFID procurement agent to assist the Tackling Visceral Leishmaniasis in South Asia and East Africa Programme to undertake and procure items. The contract could be offered to one or two procurement agents (Crown Agents and/or IPA, as per DFID procurement agents' framework agreement geographical coverage), given the need to mobilise quickly and engage into 3 DFID countries. However, DFID and Mott MacDonald will welcome partnership amongst these two agents under the DFID procurement agents' framework to form a consortium. A copy of the estimated budget is attached as annex C.

Background

2. This programme is a UK initiative to help countries combat Visceral Leishmaniasis (VL). The current estimated number of cases of VL is in the range of 200,000 to 390,000 cases per year, with some 30 to 60,000 cases in East Africa and 160 to 310,000 cases in South Asia. The programme operated in 3 Asian countries (India, Nepal and Bangladesh) and 3 in African countries (Sudan, Ethiopia and South Sudan). These 3 African countries are the focus of this ToR for procurement of drugs and diagnostic tests.

Objectives

3. The Procurement Agent overall role is to procure the goods and equipment from 31st July 2015 to the 31 December 2016 with Mott MacDonald Ltd.
4. The Procurement Agent will demonstrate that its technical and commercial capacity will deliver Value for Money in the management of this programme.

Recipient

5. The beneficiaries of these procured items will be the citizens and governments of the six countries in which the programme works.

6. The recipient of the procured items on behalf of the Tackling Visceral Leishmaniasis in South Asia and East Africa Lots 1 and 2 programme are as follows:
 - a. the World Health Organisation in Sudan
 - b. IMA World Health in South Sudan and
 - c. The World Health Organisation in Ethiopia.
7. The procured items will enable the service providers to conduct the planned activities to meet the programme's timelines. The programme's timelines are critical in the context of providing essential drugs to respond to VL outbreaks. Therefore, the Service Provider is keen to highlight that as the drugs required are produced in India, additional quality control via an existing quality assurance/control scheme by a EU or USA approved drug wholesaler that has experience in supplying both these drugs is mandatory. Both of the drugs required have very long lead times; direct purchase via a USA or EU drug wholesaler that routinely stocks these items is mandatory to meet the timelines. To the best of the Service Provider's knowledge only the International Dispensary Association (IDA) Foundation (<http://www.idafoundation.org/>) in Amsterdam meets these requirements. The Service Provider has contact details which can be used by the PA to undertake and facilitate the discussions.

Scope/Deliverables

8. The Procurement Agent (PA) will work with the Service Provider who will provide the required technical specification of the goods/equipment to the PA.
9. The Procurement Agent is responsible for:

Procuring the items in Annex B and delivering them to the given address or addresses in Annex B. according to the schedule.
10. When considering the reality on the ground it will be essential for the PA and the Service Provider to work closely to avoid delays. To this end the PA must put in place appropriate resources to meet the programme's procurement requirements, and develop appropriate knowledge in-country.

Method

11. The Procurement Agent 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.
12. Clear communication channels and/or approval processes will be established within the Procurement Agent and between the Procurement Agent, DFID and the Service Provider. The Communication matrix is detailed in Annex D.
13. The DFID- Senior Health Advisor and Programme Officer will be kept informed of all relevant issues that are likely to affect the implementation of the programme. Communication matrix is detailed in Annex D.
14. The Procurement Agent's 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.

15. 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

16. Payments will be linked to outputs. Outputs shall be explained in detail in the project plan, along with associated budget and timeframe, as attached in annex B.
17. The agent will submit invoices and/or remittance requests for payment to DFID London / East Kilbride for procurement undertaken as part of this contract.
18. Schedule of prices is detailed in Annex C.
19. An inventory of all assets procured under the programme will be maintained by the procurement agent. At the end of the programme period or once contracts have been completed, DFID will decide in consultation with key stakeholders how best to dispose of assets acquired with DFID funding.

Reporting

20. The Procurement Agent will report to the DFID Health Advisor and Programme Officer and Mott MacDonald Deputy Programme Director and will provide the following:
 - a) Agreed business needs and equipment specifications with the programme within two weeks of signing the contract.
 - b) Project implementation plan agreed and signed with the programme clearly defining the roles and responsibilities of each party. This should be produced within a month after the Procurement Agent call down contract signature.
21. Quality monthly progress narrative reports will be submitted to DFID and to the Service Provider by the Procurement Agent. A submission schedule will be discussed and agreed between the Procurement Agent, DFID and the Service Provider. 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 the Procurement Agent to DFID and to the Service Provider.
22. Accurate monthly financial reports, starting with the month of October 2015, will be submitted, including a breakdown of costs for material, logistics, insurance (if any) and procurement fee, in line with the Collaboration Unit monthly reporting.
23. In accordance to the Overarching Framework Agreement PO 4449 and its attached Call Down Contract PO 5759, 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. Details of the SLA are attached in Annex E.

Project Evaluation

24. At the end of the programme, the Procurement Agent, the Service Provider and DFID will undertake a joint Project Evaluation to confirm the results achieved, Value for Money, success of the programme in delivering outputs, lessons learnt and challenges encountered. This project evaluation will include a final financial report.

Timing

25. From 14th September 2015 to 31 December 2016. Updated versions of the procurement plan will be submitted as required by the Service Provider and/or when the yearly project plans are updated.

Duty of Care

26. The Procurement Agent is responsible for the safety and well-being of their Personnel of the Contract and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
27. DFID will share available information with the Supplier on security status and developments in-country where appropriate. Annexes F1, F2 and F3 detail Sudan, South Sudan and Ethiopia Duty of Care county assessments.
28. All Procurement Agent's Personnel will be offered a security briefing by the British Embassy/DFID on arrival. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
29. A copy of the DFID visitor notes (and a further copy each time these are updated), which the Procurement Agent may use to brief their Personnel on arrival.
30. The Procurement Agent is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Procurement Agent must ensure they (and their Personnel) are up to date with the latest position.
31. This Procurement will require the Procurement Agent to operate in conflict-affected areas and parts of it are highly insecure. Travel to many zones within the region will be subject to travel clearance from the UK government in advance. The security situation is volatile and subject to change at short notice. The Procurement Agent should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).