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Development



## CALLDOWN CONTRACT

**Framework Agreement with:** AECOM Ltd

**Framework Agreement for:** DFID Goods & Equipment Procurement Supplier

**Framework Agreement Purchase Order Number:** PO 7387

**Call-down Contract For:** Procurement of Family Planning Commodities for Rural Kenya

**Contract Purchase Order Number:** PO 7673

I refer to the following:

1. The above mentioned Framework Agreement dated 29<sup>th</sup> March 2016.
2. Your proposal of 10<sup>th</sup> August 2016.

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 19<sup>th</sup> August 2016 ("the Start Date") and the Services shall be completed by 31 March 2017 ("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 Government of Kenya – Reproductive and Maternal Health Services Unit (RMHSU) ("the Recipient").

### 3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed £2,503,811.87 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. OR

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

### 28. Milestone Payment Basis

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.



When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

**4. DFID Officials**

4.1 The Senior Project Officer is:

[REDACTED] DFID Senior Programme Officer, DFID Kenya

4.2 The Project Officer is:

[REDACTED] DFID Programme Officer, DFID Kenya

4.3 The Contract Officer is:

[REDACTED] Procurement and Commercial Manager, DFID East Kilbride.

**5. Key Personnel**

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

**Not used.**

**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:

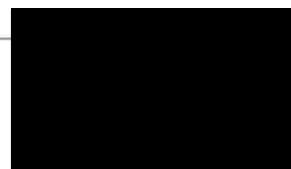
4.1. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.

4.2. 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:

4.2.1. 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;

4.2.2. 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.

4.3. 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





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reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

- 4.4. 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.
- 4.5. 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: [REDACTED]

Position: Procurement & Commercial Manager

Signature [REDACTED]

Date: 19/08/2016

For and on behalf of

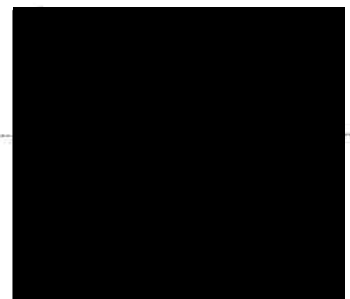
AECOM Limited,  
Aecom House,  
63-77 Victoria Street,  
St. Albans, Hertfordshire,  
AL1 3ER

Name: [REDACTED]

Position: [REDACTED]

Signature [REDACTED]

Date: 22/8/16



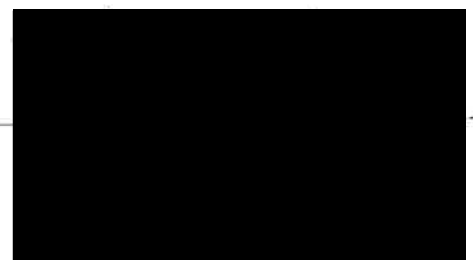


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**Table of Annexes per Calldown Contract**

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 I	Reproductive Health DFID Quality Policy



**ANNEX A**  
**Terms of Reference**

**DFID Kenya – Delivering Increased Family Planning Across Rural Kenya**

**Terms of Reference – Procurement of Family Planning Commodities**  
**Procurement Supplier – AECOM**  
**Supplier ID 53127**

**1. Introduction**

The United Kingdom's Department for International Development (DFID) is supporting the Government of Kenya's (GOK) efforts towards attaining the country's development goals. DFID's investments in health are primarily targeted at strengthening health systems, preventing malaria and HIV, and improving reproductive health.

DFID is implementing a family planning programme (from 2013 - 2017) aimed at increasing family planning uptake in Kenya. The outcome of the programme will be an increased contraceptive prevalence rate. The impact will be to reduce maternal and new born deaths. The goal of the programme is to increase uptake of Family Planning (FP) services with specific emphasis on reaching rural women and to increase the proportion of young adolescent girls served (age 15-19 years). This programme will support both public and private sector interventions (which includes services provided by non-governmental organisations).

DFID Kenya wishes to procure Goods and Services from DFID's procurement supplier AECOM to deliver Output 5 (Procurement of Family Planning Commodities) of the Programme.

**2. Objective**

DFID Kenya requires AECOM to procure family planning commodities at a total cost of up to £2,503,811.87 inclusive of the transportation costs, Supplier's Fee and any applicable local sales taxes detailed in Annex D.

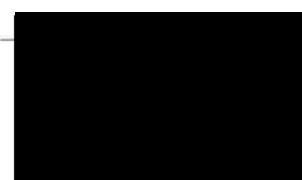
**3. Recipient**

The recipients to whom the Supplier will deliver the Goods and Services are the Government of Kenya – Reproductive and Maternal Health Services Unit (RMHSU), through DFID Kenya. Population Services Kenya (PS/K) will be responsible for storage and onward distribution of the commodities.

**4. Scope of Work**

AECOM will procure 197,500 pieces of Implanon NXT and 128,000 Kits of Jadelle Implants and be responsible for their delivery, reducing the procurement burden from DFID Kenya and partners. This will include, but is not limited to:

- 4.1. Procuring of the 197,500 pieces of Implanon NXT and 128,000 Kits of Jadelle Implants;





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- 4.2. management of the supply chain and associated contracts, third party payments and any other associated requirement as directed by DFID;
- 4.3. expediting, shipping, insurance and customs clearance of the goods in accordance with DFID guidelines;
- 4.4. Delivered Duty Paid (DDP) to PS/K Warehouses in Nairobi;
- 4.5. Quality assurance and inspection to check that the commodities are free of defects; and,
- 4.6. submission to DFID of all applicable documentation relating to the procurement, as per the Framework Agreement.

**5. Additional Services which may be procured at a later date:**

In addition, the Supplier may be required to participate in the National Contraceptive Security Committee in Kenya by joining the committee and sharing the DFID family planning commodity procurement plans. The Committee meets quarterly and suitably skilled AECOM personnel may be required to appropriately prepare for and attend this and each subsequent, quarterly meeting. This support will constitute additional Technical Assistance over and above the standard services provided by AECOM under a call-down for the procurement of goods and equipment. For the avoidance of doubt, these services are not covered in this call down. If this support is required a further call down will be issued.

**6. Requirements**

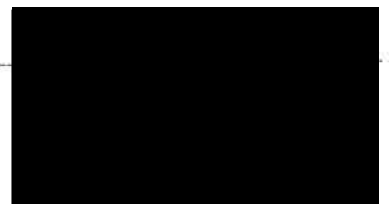
AECOM will:

- 6.1. Undertake all sourcing as per the terms and conditions of Framework Agreement with DFID.
- 6.2. Ensure that the Goods are delivered to the specified address, on or before the required delivery dates as specified in the Procurement Plan.
- 6.3. Ensure that the Goods are delivered in the specified quantities and are of good quality in line with the Specifications attached as Annex B, and DFID's Reproductive Health Quality Policy, attached as Annex I.
- 6.4. Contract with supply chain on the appropriate Incoterm (i.e. DDP) to ensure that AECOM can fulfil its delivery obligations to the point of delivery to the PS/K warehouse.

**7. Performance requirements**

AECOM will:

- 7.1. Undertake clarification work in order to actively support the development of clear TOR / Goods specification, complete and suitable for the purpose of the procurement.
- 7.2. Provide a Procurement Plan for the call-down contract which details the procurement plan, shipment schedules, schedule of prices, communications, approval and reporting arrangements to facilitate performance management.





AECOM will also:

7.2.1 Be proactive in communicating any potential late deliveries, including reasonable measures to mitigate the impact of any potential delays on the rest of the Programme.

7.2.2 Where applicable, give advice on the most economical and expedient procurement procedures available.

7.2.3 Ensure AECOM's supply chain is familiar with the same and carry out all processes efficiently. DFID will provide any necessary documentation to enable duty & tax free Customs clearance, where possible.

7.2.4 Demonstrate efforts to achieve cost savings and Value for Money in the procurement process.

7.2.5 Ensure the appropriate staff with the appropriate commercial and interpersonal skills, manage the procurement.

7.3 If the Goods are found not to conform to the product specifications when delivered, AECOM shall be liable to replace them with goods which do conform to the product specification.

## **8. Financial Management**

8.1 For Goods: 100% of the value of the Goods shipment will be invoiced upon delivery to the PS/K warehouse when the parties shall confirm conformance with the product specification. AECOM fees will be six percent (6%) of the CIF value (procured items plus logistics).

## **9. Reporting**

9.1 AECOM will submit quality bi-monthly reports to DFID Kenya. The reports will include a full report on progress, detailing deliverables achieved in the preceding month and any proposed corrective action, a breakdown of costs for material, each commodity type, logistics, insurance (if any) and AECOM's Supplier Fee.

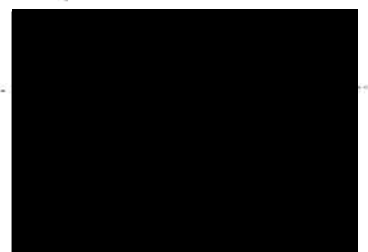
9.2 The report shall also include detailed work plans for the next month and expected deliverables to be achieved within the month.

## **10. DFID Coordination**

11.1 AECOM will report on technical issues to the Reproductive Health Adviser DFID Kenya and on programme management to the Programme Officer in the first instance and Senior Programme Officer, DFID Kenya. A Communication Matrix is attached as Annex G.

11.2 Delivery Address:

The goods will be delivered to PS Kenya Warehouse, Embakasi, in Nairobi, Warehouse Location: Embakasi, North airport road, past kabansora, next to coca-cola bottlers, Opposite Tuskys supermarket.





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**ANNEX B**  
**Specifications**

**Technical Specifications for Jadelle and Implanon NXT implants**

No.	Name of FP Commodity	Unit	Product Specifications (see detailed specs on a separate sheet)	Quantity Required
1	Levonorgestrel 75mg Implant	Sets	One set consist of two rods and a disposable trocar. Each rod contains 75 mg of levonorgestrel and should be 43mm long x 2.5mm diameter. Packaging should be as follows: Each box has 10 sets, 10 disposable trocars with 10 client leaflets (in English) and cards, 10 Physician Inserts, 10 sets of insertion and removal Instructions. Outer Packaging: 100 sets - 10 boxes of 10 sets. <b>Evidence of WHO prequalification of the implants is required.</b> Shelf life of 5 years (>80% at time of delivery)	128,000
2	Etonorgestrel 68mg Implant	Sets	Each set has 1 rod which is preloaded into a disposable trocar. Each rod contains 68mg Etonorgestrel and is 40mm long x 2mm diameter, individually wrapped in a blister pack (polyethyleneterephthalate glycol sealed with coated paper). Packaging should be as follows: Each box has 1 set with 1 client leaflet (in English) and card, 1 Physician Insert, 1 set of Insertion and Removal Instructions. <b>Evidence of WHO prequalification of the implants is required.</b> Shelf life of 5 years (>80% at time of delivery)	197,500