

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 Seasonal Malaria Chemoprevention Tablets for National Malaria Control Programme (NMCP) – Ministry of Health Ghana
Contract Purchase Order Number: 7647

I refer to the following:

1. The above mentioned Framework Agreement dated 29th March 2016
2. Your proposal of 31st July 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 2nd August 2016 ("the Start Date") and the Services shall be completed by 30th 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 Ministry of Health, Ghana Health Service, and National Malaria Control Programme (NMCP). ("the Recipient").

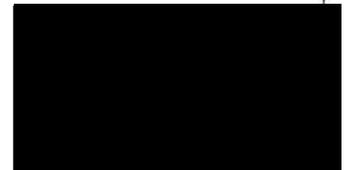
3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed **£1,700,000** ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex D.

Payments shall be made on a 'Milestone Payment Basis' and 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 D 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 Project Officer is:

[REDACTED] Programme Officer, DFID Ghana

4.2 The Contract Officer is:

[REDACTED] Procurement Officer, DFID

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:

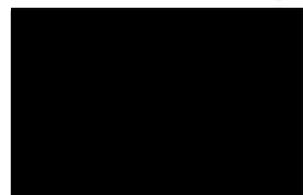
7.1 The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.

7.2 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:

7.2.1 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;

7.2.2 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.

7.3 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 reasonable and





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

- 7.4 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.
- 7.5 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

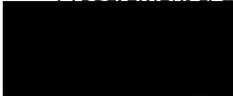
Name:



Position:

Procurement & Commercial Manager

Signature:

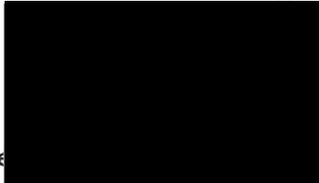


Date:

21/8/2016

For and on behalf of
AECOM Limited
Aecom House
63 – 77 Victoria Street
St Albans, Hertfordshire
AL1 3ER

Name:

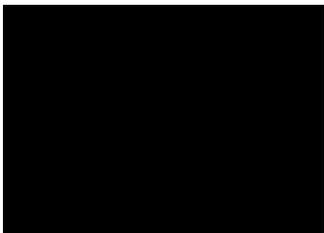


Position:

Signature:

Date:

21/8/2016



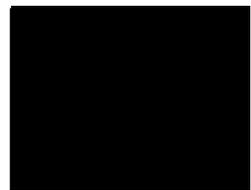
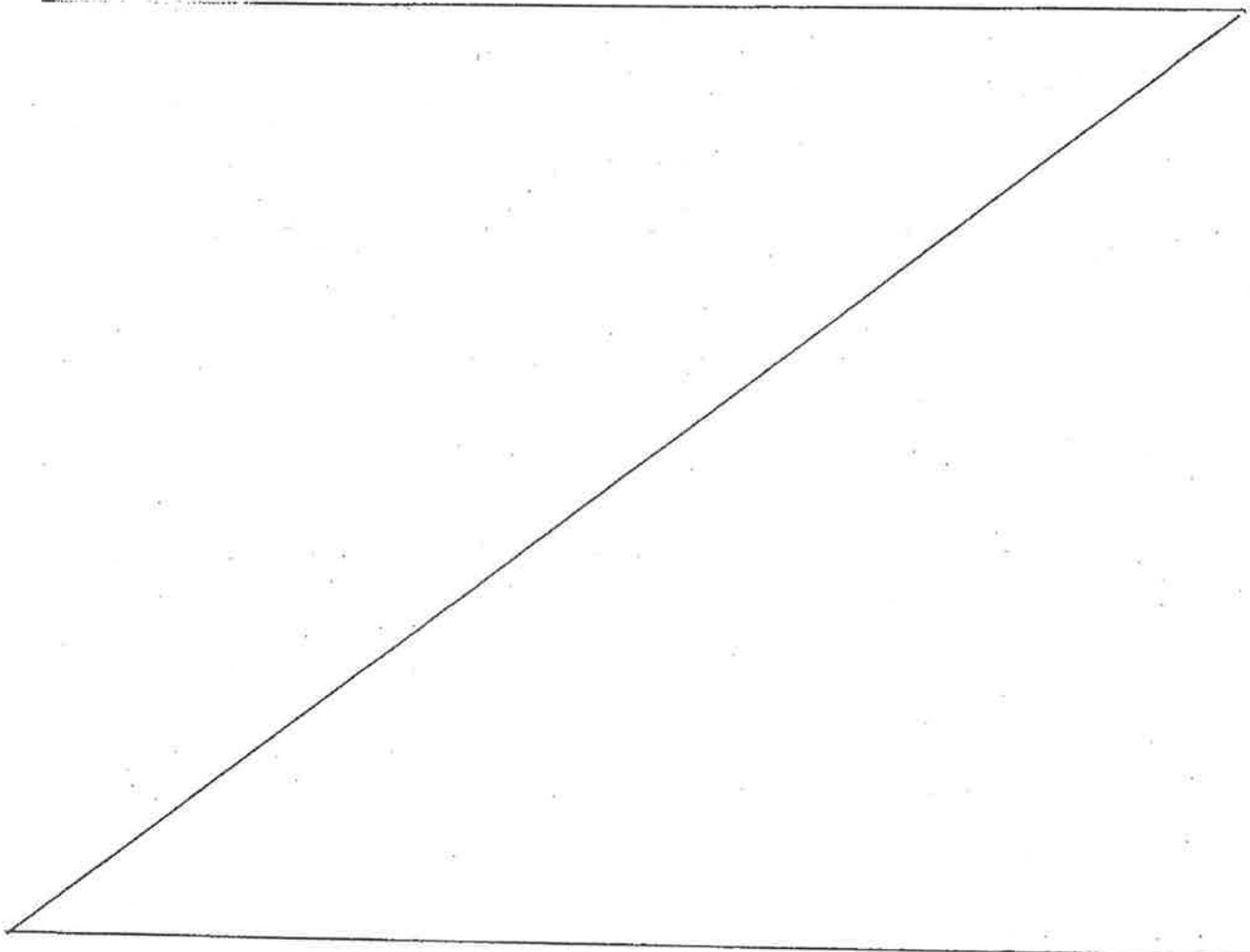


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Table of Annexes per Calldown Contract

Annex	Description
Annex A	Terms of Reference
Annex B	Specifications
Annex C	Procurement Plan
Annex D	Schedule of Prices
Annex E	KPIs and SLAs
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Annex I	Not used
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ANNEX A
Terms of Reference

Terms of Reference for Procurement of Seasonal Malaria Chemoprevention tablets for National Malaria Control Programme – Ministry of Health Ghana

1. Introduction

Under the Ghana Malaria Prevention, Diagnosis and Data Programme Business Case the UK is providing up to £18.8 million to deliver immediate malaria and diagnosis activities. This includes a provision to administer anti-malaria drugs to children under-5 years during the rainy season as means of protecting them against malaria. There is a programme drug combination approved by the Ghana Food and Drugs Authority for this seasonal malaria chemoprevention programme which is being trialled in the Upper West Region of Ghana. An independent laboratory based in Singapore conducted quality tests on the drugs which the drugs passed. This has been used in implementing the trial. The National Malaria Control Programme wishes to implement the Seasonal Malaria Chemoprevention (SMC) in the Upper West, Upper East and Northern Regions in 2017 in a bid to expand coverage in the northern portion of Ghana. Approximately 840,000 children under 5, representing 90% of the target population will be protected against malaria. The SMC drugs are to be manufactured and delivered by end December 2016.

DFID, through a procurement supplier will procure the following:

Malaria: Sulfadoxine/Pyrimethamine and Amodiaquine Hydrochloride Tablets.

This is DFID's core funding procurement under the malaria programme with the National Malaria Control Programme to dose children under 5 years. The overall cost of procuring these drugs is under £1,700,000 including the fees for the procurement supplier.

2. Objective

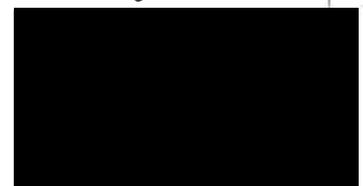
- 2.1. Provide Malaria drugs as detailed in Annex B- Specification
- 2.2. Provide comprehensive quality assurance for both components, in particular the latter (Sulfadoxine/Pyrimethamine + Amodiaquine Hydrochloride Tablets) as the source of supply is not a WHO pre-qualified manufacturer.

3. Recipient

- 3.1. The primary recipients are the Ministry of Health, Ghana Health Service, and National Malaria Control Programme.

4. Scope of work

- 4.1. The Supplier's role will include having an oversight of the procurement planning, drafting of technical specifications, sourcing, tendering, technical and commercial evaluation, contract placement, expediting, quality assurance and inspection, progress and financial reporting, reviewing payment and advising on payments.
- 4.2. The Supplier will procure, as per Annex B:
Sulfadoxine/Pyrimethamine and Amodiaquine Hydrochloride Tablets.
- 4.3. Present a comprehensive Quality Assurance (QA) plan. The plan will include the following:





- 4.3.1 Due diligence of the manufacturer of drugs as detailed in Annex B, including provision of the following documentation to DFID:
- 4.3.1.1 Evidence of current valid registration for the formulations to be supplied with the Ghana Food and Drugs Authority (FDA) to be provided prior to delivery.
 - 4.3.1.2 Confirmation of the sources of the Active Pharmaceutical Ingredients for the products to be supplied, including copies of the Certificates of Analysis for these.
 - 4.3.1.3 Evidence that the manufacturing plant complies with the principles of Good Manufacturing Practice, and has appropriate quality assurance policies in place.
- 4.3.2 Batch testing at a WHO pre-qualified laboratory
- 4.3.3 Physical pre-shipment review of the product, copies of the certificates of analysis for the actual batches to be supplied. (Review for compliance with the product requirements).
- Cost proposal will reflect these elements in details, and how the QA will be managed throughout the life of the project.
- 4.4. The Supplier will be required to liaise directly with Ministry of Health, Ghana Health Service, National Malaria Control Programme, and DFID.

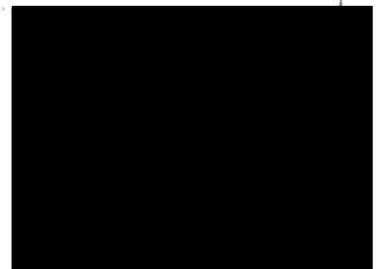
5. Outputs / Deliverables

- 5.1. The Supplier will:
- 5.1.1. Undertake all sourcing as per the terms and conditions of their framework agreement with DFID.
 - 5.1.2. Provide advice on QA – and in particular detail QA recommendations for Sulfadoxine/Pyrimethamine and Amodiaquine Hydrochloride Tablets from the end supplier. DFID to provide acceptance of recommendations before implementation.
 - 5.1.3. Ensure that procurement of the commodities is undertaken in line with the project timelines and aims of the project.
 - 5.1.4. Manage the supply base in relation to quality, cost, delivery, and supply contracts.
 - 5.1.5. Provide a procurement plan with key milestones and progress reports upon achievement of these milestones. These reports shall be submitted to DFID Ghana's Senior Programme Officer.
 - 5.1.6. Ensure the supplies are delivered to a warehouse as appointed by DFID.

6. Coordination

- 6.1. Clear communication channels and / or approval processes will be established with the Supplier, DFID and the Government of Ghana represented by the Ministry of Health.

DFID Ghana Programme Manager, will have overall responsibility for the Programme including Financial Management and Administration.



6.2. DFID Ghana Programme Manager will be responsible for all technical and policy aspects of the project.

7. Reporting

7.1. A narrative report at the end of December 2016 will be submitted to the PCD contact in DFID as detailed in Annex G. This will include a breakdown of costs for material, logistics, insurance (if any) and procurement fee to DFID.

8. Financial Management

8.1. Payments will be linked to outputs. Outputs shall be explained in detail in the project plan, along with associated budget and timeframe.

9. Media and communication

9.1. The Supplier will be responsible for answering any media questions related to the management of the process. They will consult with DFID and other relevant parties as appropriate.

9.2. Whenever appropriate the Supplier will acknowledge that DFID is providing the funding for this programme and will work with DFID and other key stakeholders when necessary to publicise the programme.

10. Timeframe

10.1. The Supplier will be contracted for a period commencing 2nd August to 30th December 2016.

