

CALLDOWN CONTRACT

Framework Agreement with: AECOM Ltd ("Supplier" and "AECOM")

Framework Agreement for: Goods and Equipment Procurement Supplier Framework Agreement

Framework Agreement Purchase Order Number: 7387

Call-down Contract For: Goods and Equipment for the Somalia Development Fund

Contract Purchase Order Number: 8170

I refer to the following:

1. The above mentioned Framework Agreement dated 29 March 2016;
2. Your proposal of 15 November 2017

and I confirm that DFID requires you to provide the Services 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 as described herein no later than 8 December 2017 ("the Start Date") and the Services shall be completed by 31 March 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 Department of International Development and the Government ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £209,552.50 ("the Financial Limit") and is inclusive of any government tax, as detailed in Annex D.

4. DFID Officials

- 4.1 The Project Officer is:

[REDACTED]
British High Commission, Kenya
[REDACTED]

- 4.2 The Contract Officer is:



[REDACTED]
[REDACTED]
DFID Abercrombie House, East Kilbride
[REDACTED]

5. Key Personnel

[REDACTED] - Technical Advisor (Commercial & SupplyChain)
[REDACTED] – Technical Advisor (Medical Expert)

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:

- 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



Department
for International
Development



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
AECOM Ltd

Name:

Position:

Signature:

Date:

Annex A

Terms of Reference for Procurement of Essential Drugs and Equipment for the Ministry of Health, Somaliland

1. Context

The Somaliland Development Fund (SDF) a 4.5 years Programme is funded by the Department for International Development (DFID), the Danish International Development Agency (DANIDA), the Royal Norwegian Embassy and the Embassy of the Kingdom of the Netherlands and supports the government of Somaliland to implement projects aligned to its National Development Plan. The management of the SDF Secretariat is contracted to BMB Mott MacDonald, an international consulting company, which is responsible for both the strategic and day-to-day management of the Fund on behalf of the Government of Somaliland and the donors.

The SDF has allocated funds to the Somaliland Ministry of Health to implement the Sool and Sanaag Health Project. One of the components of the project is the procurement and delivery of essential drugs and equipment to two regional hospitals, namely Erigavo and Las Anod in Sanaag and Sool regions respectively.

DFID Somalia as the lead SDF donor on behalf of the Joint Steering Committee has agreed to contract Delivering Procurement Services for Aid (DPSA) managed by AECOM to procure essential medical equipment and drugs for two hospitals as detailed in Annexes 1, 2, 3 and 4.

2. Scope of Work

The overall objective of the assignment is to procure and deliver essential drugs for Erigavo and Las Anod Hospitals in Sanaag and Sool regions of Somaliland by DPSA. A complete list of required drugs and equipment is annexed to the ToR.

3. Recipient

The primary recipient of the essential drugs is the Government of Somaliland – Erigavo and Las Anod regional hospitals. The hospital will be responsible for storage and onward distribution of the drugs.

4. Scope

The procurement (DPSA) shall complete the following tasks:

- Working with the SDF Secretariat to finalise the total costs of the list of drugs and other essential medical supplies that have been earmarked for purchase.
- Undertake sourcing of essential drugs and equipment drugs on the list provided by the SDF Secretariat whilst proving full range of services associated with the procurement of the said items.

- Deliver good quality essential drugs and equipment in line with WHO and as per the specifications.
- Ensure that procurement of the commodities is done in line with the project timelines and objective.
- Provide a procurement plan with key milestones, including shipment schedules and regularly monitor their implementation, facilitating the resolution of any difficulties.
- Ensure that suppliers conform to their contractual responsibilities in respect of quality, cost, delivery time, and documentation.
- Collaborate with the SDF Secretariat and Somaliland Ministry for Health and Erigavo and Las Anod hospitals on planning, procurement delivery and monitoring of commodities.
- Direct communication with suppliers (including with clearing agents), on behalf of the SDF Expediting, shipping, insurance and customs clearance of the goods.
- Delivery to the essential drugs and equipment to Erigavo and Las Anod hospital at the earliest opportunity in line with the contract.
- Submit monthly progress reports upon achievement of key milestones to SDF Fund Manager.
- Quality assurance and inspection to check that the drugs are free of defects and damages.
- Management of suppliers contracts and reviewing and issuing supplier/service provider payments.
- Contract with the supplier with the appropriate Incoterms to ensure that they maintain responsibility of the goods until they are delivered at the Hospital.
- Safe keeping of all original documents related to the procurement, and handing them over to SDF by the end of the contract.
- Payments will be linked to commodities deliveries.

5. Method

- DPSA will work closely with the SDF Secretariat and the Somaliland MoH in the finalisation of the quantification and specifications of the four components.
- DPSA will manage the procurement under the DFID Procurement Framework. DPSA is expected to demonstrate efficiency, effectiveness, accountability and transparency, and measure and record its associated value added.
- The SDF Team Leader/Fund Manager, SDF Procurement Manager and SDF Project Director will be the SDF contact officers.

6. Reporting Arrangements

- DPSA will submit quality bi-weekly reports to the SDF Secretariat. 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 each drug, logistics, insurance (if any) and procurement fee.
- The report shall also include detailed work plans for the next month and expected deliverables to be achieved within the month.

7. Timeframe

DPSA will begin procurement on 8 December, 2017 and complete all the deliveries by March 2018

8. Financial Management

Payments will be linked to drugs deliveries to Erigavo Regional Hospital. 100% of the value of the shipment will be payable upon satisfactory receipt at the hospital. DPSA fees will be ■■■ of the value of the procured items.

9. Performance Requirements

DPSA will:

- Undertake validation to ensure that the ToR/Goods Specification is clear, complete, and suitable for the purpose of the procurement.
- Provide a draft service level agreement which details the procurement plan, shipment schedules, schedule of prices, communications, approval and reporting arrangements

to facilitate performance management.

- Submit a risk matrix to SDF detailing the possible risks to the procurement process and mitigating actions. The risk matrix will be updated monthly until the end of the contract.
- Be proactive in communicating any potential late deliveries, putting in place remedial solutions for these deliveries not to impact the rest of the project.
- Where applicable, give advice on the most economical and expedient procurement procedures available.
- Familiarise with local customs clearance and tax waiver procedures, and ensure suppliers/service providers are familiar with the same and carry out all processes efficiently. SDF will provide any necessary documentation to enable duty & tax-free Customs clearance.
- Demonstrate efforts to maximise cost savings and Value for Money in the procurement process.
- Ensure the right staff with the right commercial and interpersonal skills manage the procurement.
- Demonstrate flexibility and a willingness to adapt to unforeseen circumstances. As and when necessary, DPSA will present to SDF a variety of considered solutions to programmatic and management challenges, identifying the advantages and disadvantages of each option, for final decision making.

At any stage during the procurement, if the goods are found not to be conforming to the product specifications, DPSA shall be liable to replacement with goods acceptable to SDF.

10. Duty of Care

- The Consultant is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements.
- The consultant shall have an obligation to provide insurance for health care, accidents, and other risks associated to these works for self and staff and SDF Secretariat/MoH shall be free from any liabilities arising from the same;

- SDF will share available information with the Consultant on security status and developments in country where appropriate. The consultant should organize appropriate briefing for their personnel on arrival in-country;
- This Procurement will require the Consultant to work in conflict-affected areas. The Consultant should be comfortable working in such an environment and should be capable of deploying to any areas required within the regions, where they adjudge security permits, in order to deliver the Contract;
- The Consultant is responsible for ensuring that appropriate arrangements, processes, and procedures are in place for their personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract. The Consultant must ensure their personnel receive an appropriate level of training;
- Before award of the contract, the consultant will be required to sign they are willing to abide by the above Duty of Care requirements.