

CALLDOWN CONTRACT

Framework Agreement with: The Crown Agents for Overseas Governments and Administrations

Framework Agreement for: Procurement Agent for Nigeria

Framework Agreement Purchase Order Number: PO 6126

Contract For: Procurement of goods/equipment for MATERNAL, NEWBORN AND CHILD HEALTH PROGRAMME (MNCH2)

Contract Purchase Order Number: 7050

I refer to the following:

1. The above mentioned Agreement dated 1st April 2013

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 10th March, 2015 ("the Start Date") and shall be completed by 31st March 2016 ("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 Federal and State ministries of health, and local governments in Nigeria ("the Recipients").

3. Financial Limit

- 3.1 Payments under this Calldown Contract shall not, exceed £3,987,500 ("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 4.2 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 Calldown Contract void.

For and on behalf of
The Secretary of State for
International Development

Name:

Position: Procurement Manager

Signature:

Date: 18 May 2015

For and on behalf of
Crown Agents Ltd

Name:

Position:

Signature:

Date:

ANNEX A

Terms of Reference for the procurement of goods/equipment for MATERNAL, NEWBORN AND CHILD HEALTH PROGRAMME (MNCH2)

**Procurement Agent: Crown Agents Nigeria Ltd (CANL)
Supplier ID 11085**

PO 7050

10 March 2015

Background

1. The £130m Maternal, Newborn and Child Health programme (MNCH2) started in June 2014. The programme will deliver essential health care for pregnant women, newborns and children. It will also improve health system coordination through health sector planning and financing and improve demand for and access to high quality health services.
2. The MNCH2 programme was approved by the Secretary of State for International Development for the programme to run from 1st June 2014 to 31st May 2019.

Objectives

3. Crown Agents Nigeria Limited has had the overall role to procure goods and equipment for MNCH2 predecessor programme (PRINN-MNCH) under the Procurement Framework; and is required to now procure commodities, consumables and equipment for the MNCH2 programme.
4. The goods and commodities required by MNCH2 over the first year of the project are detailed in the attached procurement plan in Annex B of this ToRs.

Recipient

5. The recipients of the work are the Federal and State Ministries of Health, and local governments in Nigeria. DFID Nigeria will provide oversight services.

Scope/Deliverables

6. The Procurement Agent (PA) will work with the Service Provider (Futures Group) who will provide the required technical specification of the goods and equipment to the PA. (Annex B Procurement Plan – Needs/Description)
7. The PA must meet and negotiate with outside contractors who are offering services or products in the interest of obtaining the best value products in terms of cost and efficiency appropriate to the life of the project (up to May 2019) and bearing in mind the working environment in Nigeria (poor roads; security; intermittent electrical supply; extreme heat etc.)
8. The PA must purchase the highest-quality supplies and services at reasonable costs, and within or below the budget parameters supplied (agreed under contract with DFID). (Annexes B and D)
9. When considering the reality on the ground it will be essential for the PA to work with the Service provider to avoid delivery and operational 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

10. 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. The PA-PMU will comprise of Crown Agents project coordinators.
11. Clear communication channels and / or approval processes will be established within the Procurement Contract, between the Procurement Agent, DFID and the Service Provider.
12. The DFID-Nigeria Programme Manager, Programme Officer, Service Provider, the In-Country Operations Coordinator, and the UK Programme Manager, will be kept informed of all relevant issues that are likely to affect the implementation of the programme. Communication matrix in annex F.
13. Agent methodology for undertaking this assignment must be consistent with the scope of the services and 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.
14. The PA 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.
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 – Annex B. Procurement agent fees will be a percentage of the value of the procured goods and equipment, as detailed in Annex D.
17. An inventory of all assets procured under the programme will be maintained by the procurement agent and the Service Provider. At the end of the programme period or once contracts have been completed, DFID-Nigeria will decide in consultation with key stakeholders how best to dispose of assets acquired with DFID funding.

Reporting

18. Quality monthly progress narrative reports will be submitted to DFID- Nigeria and to the Service Provider (as identified above) by the Procurement Agent. A submission schedule will be discussed and agreed between the Procurement Agent, DFID Nigeria 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-Nigeria and to the Service Provider.

19. Accurate monthly financial reports, starting with the month of March 2015, will be submitted, including a breakdown of costs for materials, logistics, freight, insurance (if any) and procurement fee, in line with the Collaboration Unit monthly reporting.
20. In accordance to the Overarching Framework Agreement 6126, any procurement which is subject to the EU Directives will be subject to the 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 timescales. Details of the SLA are attached in Annex C.

Project Evaluation

21. At the end of the programme, the Procurement Agent, the Service Provider and DFID Nigeria 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

22. 10th March, 2015 to 31st March, 2016.

Duty of Care

23. The Supplier 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. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
24. DFID will share available information with the Supplier on security status and developments in-country where appropriate.
25. All Supplier 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.
26. A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.
27. The Supplier 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 (<https://www.gov.uk/foreign-travel-advice/nigeria>) and the Supplier must ensure they (and their Personnel) are up to date with the latest position.
28. This Procurement will require the Supplier 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 Supplier 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).]
29. The Supplier 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 (such as working in dangerous,

fragile and hostile environments etc.). The Supplier must ensure their Personnel receive the required level of training and [where appropriate] complete a UK government approved hostile environment or safety in the field training prior to deployment.