

CALLDOWN CONTRACT

Framework Agreement with: Crown Agents Ltd
Framework Agreement for: Procurement Agent and Capacity Development in Partner Government Services
Framework Agreement Purchase Order Number: 5755
Call-down Contract For: Procurement of goods/equipment and services for upgrading the Ghana Forestry Commission's Internet connectivity for the national Wood Tracking System
Contract Purchase Order Number: 7502

I refer to the following:

The above mentioned Framework Agreement dated 15 December 2011;
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 23rd March 2016 ("the Start Date") and the Services shall be completed by 31st October 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 Ghana Forestry Commission ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £2,209,450.00 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

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:
Signature:

Date: 23/03/16

For and on behalf of
Crown Agents Ltd
St Nicholas House
St Nicholas Road
Sutton
SM1 1EL

Name:
Position:
Signature:
Date:

ANNEX A

Terms of Reference for the procurement of goods/equipment and services for upgrading the Ghana Forestry Commission's Internet connectivity for the national Wood Tracking System

**Procurement Agents: Crown Agents
Aries Supplier 11085
Aries Component Code 201724-156
15.11.2015**

Background

1. DFID has been supporting the efforts of the Ghana Forestry Commission (GFC) to strengthen governance in the forest sector, and particularly to improve regulatory controls through the introduction of an electronic Wood Tracking Chain of Custody System, a key component of the Ghana Legality Assurance System (GhLAS). The GhLAS will enable Ghana to license all timber product exports as required under its bilateral trade treaty with the EU, known as the Voluntary Partnership Agreement (VPA). The development and the deployment of the GhLAS is currently in its final stages of completion. The first and second stage of the roll out of the electronic wood tracking system (WTS) has been completed. The final stage has just started. It aims to conclude all system development and deployment as well as bring on board the 44 relevant forest districts and the private sector constituents across the productive forest zone.
2. However, the GhLAS rollout has identified inadequate internet network infrastructure and connectivity as well as frequent power outages as critical problems that threaten to undermine the implementation and efficiency of Ghana's electronic WTS and the entire GhLAS. This is having negative knock on effects of reducing capacity to collect timber revenues and control illegal activity. It further risks putting in jeopardy the timing of the introduction of FLEGT licenses for the EU market planned for 2016.
3. An assessment of the problems and needs for system upgrade has been conducted. This procurement is guided by its findings and the option selected by the Ghana Forestry Commission as best meeting its current and future needs. A budget estimate of approximately 2.5 million USD (GBP equivalent - £1,725,000.00) and specifications are attached hereto. However, this does not factor in delivery and freight costs which will likely increase the budget estimate to about USD 3 million (GBP equivalent - £2,070,00.00). An *interim* co-location internet solution is envisaged to address the immediate shortcomings, while longer term connectivity and power solution are installed. The co-location interim solution is being supported under a separate GFC contract with local supplier. A copy of the needs assessment, problem analysis and the estimated budget is attached as annex B.
4. Overall, the day-to-day functioning of GFC's ICT infrastructure will be significantly enhanced leading to efficiency in regulatory controls, information management including monitoring of deforestation.
5. DFID is contracting Crown Agents as its international procurement agent (IPA) to assist with the procurement and installation of new internet capacity and a solar backup energy system in 48 office locations across Ghana.

6. The procurement will be conducted using funds from the Forest Governance Markets and Climate programme (FGMC) as part of DFID support to Ghana for the implementation of the EU-Ghana Voluntary Partnership Agreement (VPA) governing the forest product trade.

Objectives

7. **DFID is contracting Crown Agents** as the procurement agent responsible for overseeing the procurement and installation of solar equipment and internet connectivity to upgrade GFC systems in 48 office locations across the country starting from March 2016 for a period of approximately 9 months (this period covers the time to procure, install, train – but this does not include maintenance)
8. **Crown Agents** will demonstrate that its technical and commercial capacity will deliver Value for Money in the management of this programme.

Recipient

9. The recipient of the procured items is Ghana Forestry Commission who will own the goods and equipment and be responsible for the maintenance of the equipment. The procured items will enable GFC to conduct planned control and export licensing activities to meet VPA implementation timelines.
10. The following services and facilities will be provided by the GFC to the Crown Agents as appropriate:
 - a) The GFC will assign a project manager who will coordinate all planned actions with concerned offices of the GFC. The Terms of Reference for this role will be agreed between GFC and Crown Agents.
 - b) Detailed procurement specifications: The GFC will provide timely detailed information available to facilitate the procurement process.
 - c) Access: The GFC will arrange for access to key officials in the government agencies and departments concerned with the project. The GFC will ensure access to all 48 office locations as outlined and agreed in the procurement plan.
 - d) Training facilities: GFC will provide the facilities needed (equipment and meeting space) for any required training activities.
 - e) The GFC project manager will coordinate with concerned GFC Departments to ensure that training is delivered to the right people. The expectation from GFC is that a trainer will also be trained that could ensure sustained/ continued training as, and when needed. Further, training should extend to both IT/ connectivity and power related aspects.
 - f) Assurance of quality by GFC who will be assisted by an expert provided by the EFI FLEGT Facility.
 - g) GFC will work closely with the Crown Agents project team to ensure timely delivery.

Scope/Deliverables

11. **Crown Agents** will work with GFC who will provide assistance with, and approval of, the required technical specification of the goods/equipment to the Procurement Agent.

12. The Crown Agents will:

- a) Prepare detailed statements of requirements for and procure and install hybrid (*aka grid-assisted with battery backup*) solar back-up power system for 4 critical locations that serve as data hubs in the national system (GFC headquarters; GFC Timber Industries Development Department (TIDD) hubs (*dealing with all timber exports*) based in Takoradi and Kumasi; and GFC Resource Management Services Centre (RMSC) based in Kumasi and responsible for most data processing for the country) as well as 44 GFC District Offices that serve as data nodes in the GhLAS so as to improve power reliability across the GFC. Details are included in Annex B.
 - i. The detailed statements of requirement will be prepared by an independent Consultant and Crown Agents and will be approved by the GFC prior to tender issue.
 - ii. The solar equipment should be sourced from a reliable systems provider with strong presence in Ghana and with adequate warranty periods (25 years for panels, 10 years for inverters and charging controllers).
 - iii. The Accra (HQ), Kumasi and Takoradi offices should be fitted with larger robust solar power systems for the delivery of FC ICT services. These sites should have a 2 day power reserve capacity where energy requirements are highest but still be able to provide reasonable life-expectancy of the battery banks.
 - iv. The 44 district and regional offices should have 5 days power reserve capacity to minimize maintenance needs. Such systems would be virtually free to use after initial investment for the designed life time of the system (10+ years).
- b) Upgrade internet connectivity across the 48 locations of the GFC that are responsible for collecting, storing, analysing and communicating data related to timber flows across the country.
- c) The Crown Agents will upgrade the physical internet processing sites, procure, install and configure equipment as well as arrange training for the identified experts for the new internet connectivity capacity. Detail specifications in Annex B Including:
 - i. Upgrade the IT facilities at GFC Accra, TIDD, Takoradi & Kumasi, RMC Kumasi that serve as data processing hubs as indicated in Annex B

- ii. Build central IP managed L2 switched virtual LAN covering all 48 GFC offices (HQ, Regionals, Districts) with redundant communication links provided by competing service providers in critical locations (Accra, Kumasi, Takoradi) with proper intrusion detection and firewall capabilities. The solution is based on 3G dial-up links in the district offices while the access routers handling local area networks in these offices would provide VPN connectivity to GFC headquarters in Accra.
- iii. Build dedicated sub-networks/ VLANs for services, office users, shared services (such as printers, file servers, mail server, proxy etc).
- iv. Build dedicated VLAN to disaster recovery site, with priority traffic profiling.
- v. Procure and install System, Application and Network management systems to GFC and conduct appropriate training.
- vi. Procure and install Network Security gateway devices (such as Cisco ASA 5500) to protect the FC network (currently service provided by NITA).
- vii. Procure and install separate access network (Wi-Fi) and VPN links for District and regional offices. Use 3G modem + local data network (wireless and cabled).

13. **Crown Agents** is responsible for:

- a) Ensuring that the procurement exercise has a contingency clause that allows the quantities to be increased if the products offered come in under budget, after validation from DFID;
- b) Obtaining the relevant warranties, training and after-sales services, taking into account entire products lifecycle;
- c) Advising on pre-shipment technical inspections and implementing these inspections as necessary (and agreed with DfID);
- d) Ensuring that all shipping/airfreight details and appropriate despatch documentation reaches Suppliers/DFID and the end-user, in good time for the clearance of goods/equipment without incurring demurrage charges;
- e) Packing, consolidating, appropriate insurance and transportation of goods/equipment to the destination as defined and agreed with the Suppliers;
- f) Managing the supply base including quality control and assurance;
- g) Providing the suppliers/ recipient with all reasonable assistance in the resolution of problems arising during the lifetime of contracts placed, including resolution of disputes arising during the warranty period.

14. When considering the reality on the ground it will be essential for **Crown Agents** and the GFC to work closely together to avoid delivery and operational delays. To this end **Crown Agents** must put in place appropriate resources to meet the programme's procurement requirements, and develop appropriate knowledge in-country.

Method

15. **Crown Agents** will set up a Procurement Agent Project Management Unit (PA-PMU), which will coordinate the effective management and monitoring of the programme with the GFC and DFID.
16. Clear communication channels and/or approval processes will be established within **Crown Agents** and between the **Crown Agents, DFID** and GFC.
17. **Crown 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. **Crown Agents** will be expected to demonstrate efficiency, effectiveness, accountability and transparency, and measure and record its associated value added.
18. **Crown Agents** 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. This is a politically sensitive area and final go ahead to procure goods will always be preceded by in-depth discussions between key government stakeholders given the role that they play as a driver of institutional change.
19. Following award of the contract, a meeting will be arranged with **GFC** to review respective roles and responsibilities, revise time lines for the project and review supply lists, specifications and quantities to be tendered. These agreements will be summarized in a procurement plan, attached as Annex B.

Financial Management

20. Payments will be linked to outputs. Outputs shall be explained in details in the project plan, along with associated budget and timeframe, as attached in Annex B.
21. The agent will submit invoices and/or remittance requests for payment to **DFID-FGMC** for procurement undertaken as part of this contract.
22. Schedule of prices is detailed in Annex C.
23. An inventory of all assets procured under the programme will be maintained by the procurement agent. Once contracts have been completed, DFID will assign ownership of all assets procured with DFID funding to the GFC.

Reporting

24. **Crown Agents** will report to the GFC and DFID FGMC Programme Manager (communication matrix attached as Annex E, and will provide the following:
 - a) Review and finalise 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.

25. Quality monthly progress narrative reports will be submitted to GFC and **DFID** by the **Crown Agents**. A submission schedule will be discussed and agreed between the **Crown Agents**, **DFID** and the GFC. The monthly reports will include a full report on progress, detailing deliverables achieved in the preceding month, savings achieved (as set out in Annex G) and any proposed corrective action. Detailed work plans for the next month and expected deliverables to be achieved will be submitted by **Crown Agents** to **DFID** and to the GFC.
26. Accurate monthly financial reports, starting with the month of March 2016, will be submitted, including a breakdown of costs for material, logistics, insurance (if any) and procurement fee, in line with monthly reporting.
27. In accordance to the Overarching Framework Agreement 5755, 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

28. At the end of the programme, the Procurement Agent, the GFC, EFI FLEGT Facility 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

29. The Procurement Agent will be contracted for a period commencing 23rd March 2016 to 31st October 2016.

Duty of Care

30. **Crown Agents** 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.
31. **DFID** will share available information with the Supplier on security status and developments in-country where appropriate. Annex F details Ghana Duty of Care country assessment.
32. 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.

33. 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.
34. The **Crown Agents** 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 **Crown Agents** must ensure they (and their Personnel) are up to date with the latest position.