



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:	Shipment and warehousing Long Lasting Insecticide Nets (LLINs) under the Universal Net Campaign Programme (UNCP) in Uganda
Contract Purchase Order Number:	PO 7638

I refer to the following:

1. The above mentioned Framework Agreement dated 29th March 2016
2. Your proposal of 26th July 2016

and I confirm that DFID requires you to provide the Services (as described in Annex A hereof), 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 27th July 2016 ("the Start Date") and the Services shall be completed by 31st January 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 Uganda, Prime Minister's Office ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £1,732,675.19 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

3.1.1 Milestone Payments

Payment will be made on satisfactory performance of the services, at the payment points defined below (schedule of payments):

- (i) monthly throughout the contract period.



At each payment point set milestones will be defined as part of the schedule of payments. Payment will be made if the criteria are met to the satisfaction of DFID.

Schedule of Payments: Invoices will be generated monthly and paid on the following Milestones;

REDACTED

4. DFID Officials

4.1 The Project Officer is:

REDACTED

4.2 The Contract Officer is:

REDACTED

5. Key Personnel

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 Framework 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 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:

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

Name:

Position: Director

Signature:

Date:



Table of Annexes per Calldown Contract

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Annex A	Terms of Reference
Annex B	Shipping Schedules
Annex C	Procurement Plan
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Annex F	Savings management
Annex G	Communication Matrix
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ANNEX A

Terms of Reference for the shipment and warehousing of Long Lasting Insecticide Nets (LLINs) under the Universal Net Campaign Programme (UNCP) in Uganda.

COMPONENT CODE – 1660 – GE031A

Introduction

1. Uganda has the third highest number of annual deaths from malaria in Africa, as well as some of the highest reported malaria transmission rates in the world, with approximately 16 million cases reported in 2013 and over 10,500 deaths annually. In addition, malaria has an indirect impact on the economy and development in general. The socio-economic impact of malaria includes out-of-pocket expenditure for consultation fees, drugs, transport and subsistence at a distant health facility. Further, malaria has a significant negative impact on the economy of Uganda due to loss of workdays because of sickness, decreased productivity, and decreased school attendance.
2. In line with the Uganda Health Sector Development Plan (2015/16- 2019/20) and DFID Priorities, DFID Uganda has made a commitment to the Government of Uganda (GoU) to contribute to the Universal Net Campaign scheduled to take place around August 2016. The GoU has secured 23 million LLINs from Global Fund, Against Malaria Foundation (AMF) and USAID Presidential Malaria Initiative (PMI). The quantities are in line with the population data and are expected to suffice for the whole universal campaign. Whilst funding is available for the shipment and distribution of the LLINs procured by GFATM, there is currently a gap in the shipment and distribution of 10.7 LLINs procured by AMF. The GoU requested DFID to contribute to the funding of this gap. DFID has committed to the shipment and warehousing of 5.2 million nets procured/donated by AMF.

Objective

3. To transport 5.2 million LLINs from Haiphong Port, Vietnam (Vestergaard Group SA) and HoChiMinh, Vietnam (Sumitomo Chemical UK PLC) to Kampala, Uganda and warehouse them until they are handed over to the selected Distribution Agency.
4. To ensure that the LLINs shipped into the country conform to National Drug Authority (NDA) and Uganda National Bureau of Standards (UNBS) quality requirements as well as obtaining a pre shipment certificate of conformity from the manufacturers.

Recipient

5. The recipient of the LLINs will be the Ministry of Health, specifically, National Malaria Control Programme (NMCP).

Consignee is:

Name: REDACTED
Organisation: REDACTED



Tel: REDACTED
Email: REDACTED
Delivery Address: REDACTED

Shipping mark is:

REDACTED

The recipient shall liaise with the Supplier regarding delivery details, specifically in relation to any changes to or access to the address to which the goods will be delivered to, including delivery note signatory.

Scope and deliverables

6. AECOM will be required to:

- Liaise with DFID, AMF NMCP and the LLINs manufacturers to understand the quantities and the location of the manufacturers, in order to compile a project plan and coordinate all the logistics for timely delivery of the LLINs.
- Coordinate and ensure that pre-shipment testing of LLINs is carried out by the approved Agents and a certificate obtained before shipping the LLINs. Certificate of conformity will be at the cost of manufacturers.
- Transport the 5.2 million LLINs to Kampala as per the agreed delivery schedule. 3,538,810 LLINs from Vestergaard Group SA; Haiphong Port, Vietnam and 1,661,190 LLINs from Sumitomo Chemical UK PLC HoChiMinh, Vietnam. All nets should be Non- Piperonyl butoxide (**PBO**) nets.
- Warehouse the 5.2 million LLINs for a period of approximately 6 months and hand over the nets to the selected distribution agency for onward distribution to the last mile. AECOM will be responsible for finding suitable warehousing facilities.
- Advise DFID, AMF and NMCP on any logistical issues including expected arrival dates, progress on UNBS and NDA inspections, and other requirements needed to efficiently and effectively deliver and warehouse the LLINs.
- Provide bi-weekly progress updates to DFID on the shipment of the LLINs. Once in the warehouse, provide monthly status reports including on number of LLINs handed over to the distribution Agency.

Methodology

7. AECOM will liaise with DFID Uganda, AMF and NMCP to understand the Project and undertake the shipment and warehousing of the 5.2million LLINs.
8. AECOM will nominate a dedicated contact person(s) who will maintain communication and timely update with DFID, AMF and NMCP. Clear communication channels and/or approval



processes will be established between AECOM and DFID. Annex G provides a communication matrix.

9. The DFID-U Commercial Advisor and Senior Responsible Officer (SRO), will be kept informed of all relevant issues that are likely to affect the implementation of the contract.
10. In discussion with DFID, AECOM will develop a risk register that documents the risks related to implementation of this work and the mitigation actions. AECOM will keep DFID updated on any emerging risks on the horizon.
11. In accordance with the Framework Agreement PO 7387, response times for key procurement activities against which the Supplier's performance shall be measured as detailed in Annex E.
12. Timing and procurement planning are critical to the successful implementation of the Project. AECOM will be expected to demonstrate efficiency, effectiveness, accountability and transparency, and measure and record its associated value added.

Financial Management

13. Payments will be linked to outputs. Outputs shall be explained in details in Appendix D, along with associated costs. AECOM's fees will be detailed in Appendix D and are REDACTED of the total value of the contract.
14. AECOM will be required to maintain all the detailed records of expenditure incurred and keep original copies for the record for the entire duration of the contract.

Reporting

15. AECOM will be contracted by DFID and will report to the Commercial Advisor and Programme Manager based in Kampala. The Commercial Advisor and Programme Manager will monitor progress of deliveries and will approve all reports and invoices for payment purposes. The monthly reports will include a full report on progress, detailing deliverables achieved in the preceding month and any proposed corrective action. The report will also include breakdown of costs for logistics, insurance (if any) and procurement fees. The report should be addressed to DFID Uganda and a copy should be given to PCD. In addition, reporting should also comply with requirements as detailed in Annex E.

Contract completion Review.

16. At the end of the contract, AECOM and DFID Uganda will undertake a joint Contract Completion Review process to confirm the results achieved, Value for Money, success of the contract in delivering outputs, lessons learnt and challenges encountered. This review will include a final financial report.

Timing

17. The duration of the contract is expected to be until 31st January 2017. AECOM will commence the procurement exercise on 27th July 2016 with delivery in line with dates detailed in Annex



B. The supplier will ensure changes in delivery schedules are communicated in a timely manner to the relevant person as detailed in Annex G.

DFID Co-ordination

18. REDACTED, DFID Uganda, will be the overall coordinator of this contract. The Supplier will also work closely with REDACTED



**ANNEX B
SHIPPING SCHEDULES**

**REDACTED
ANNEX C
REDACTED**

**ANNEX D
REDACTED
Schedule of prices**

**ANNEX E
REDACTED
KPI's and SLA's**

**ANNEX F
Savings management
REDACTED**

**ANNEX G
REDACTED
Communication matrix**

**ANNEX H
REDACTED**