

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: AECOM Ltd

Framework Agreement for: Goods and Equipment Procurement Supplier Framework Agreement

Framework Agreement Purchase Order Number: 7387

Call-down Contract For: Procurement of Goods for the Maternal, New-Born and Child Health Programme (MNCH2) - Nigeria

Contract Purchase Order Number: PO 8077

I refer to the following:

1. The above mentioned Framework Agreement dated 29 March 2016;
2. Your proposal of 14 September 2017

and I confirm that DFID requires you to provide the Services (Annex A/Annex C), 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 25 September 2017 ("the Start Date") and the Services shall be completed by 30 June 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 Ministry of Health and local Governments in Nigeria ("the Recipients").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed £19,998,648.12 ("the Financial Limit") and are inclusive of any government tax, as detailed in Annex B.

4. DFID Officials

- 4.1 The Project Officer is:

██████████
DFID Nigeria
Tel ██████████

4.2 The Contract Officer is:

██████████
DFID Abercrombie House, East Kilbride
██████████

5. Key Personnel

N/A

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 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

PROCUREMENT OF GOODS FOR THE MATERNAL, NEW-BORN AND CHILD HEALTH PROGRAMME (MNCH2) NIGERIA

September 2017

Background

1. The £[REDACTED] Maternal, New-born and Child Health programme (MNCH2) started in June 2014. The programme will deliver essential health care for pregnant women, new-borns 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 1 June 2014 to 31 May 2019.
3. Procurement requirements for the programme centre on medical equipment and drugs.
4. The goods and equipment required by MNCH2 are detailed in Annex B of this Terms of Reference.

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. AECOM Limited (the “Supplier”) will work with the MNCH2 Programme Service Provider (the Palladium Group) who will provide the required technical specification of the goods and equipment to the Supplier in relation to Annex B Specification – Needs Description. The Supplier’s scope of services will be in line with the requirements of the MNCH2 programme and are as follows::
 - A review of the specification for the drugs to ensure that these are appropriate for the stipulated requirements which will include a technical quality assurance assessment. Up to 10 days TA input will be charged for this element.
 - Quality assurance of requirements
 - Development and agreement of a procurement plan, detailing key milestones. When milestones are achieved, progress reports will be provided within 10 days to the Programme Officer, [REDACTED] in an agreed format.
 - Market engagement and due diligence on suppliers

- Tendering and Request for Quotation against an agreed list of requirements
 - Order placement and contract management with supply chain
 - Pre shipment inspection, where required to ensure the quality and suitability of the goods prior to delivery.
 - Logistics, distribution and warehousing, not including customs clearance. For the avoidance of doubt, the Supplier is responsible for delivery of goods and equipment to Port of Lagos, and for onward delivery from the port following customs clearance. Customs clearance for this agreement will remain the responsibility of British High Commission.
 - Post shipment and quality inspection
 - Invoicing and payment process
7. The Supplier shall provide assurance to DFID Nigeria in respect of medicines and medical equipment that the manufacturer:
- Is World Health Organisation qualified
 - Holds a valid registration for the formulation to be supplied.
8. The Supplier must provide to DFID procurement services, and goods and equipment that offer value for money in terms of cost and efficiency for the project to 30 June 2018, bearing in mind the working environment in Nigeria (poor

roads; security; intermittent electrical supply; extreme heat etc.).

9. The Supplier must supply to DFID goods and services that meet the specifications provided by the MNCH2 team and at costs provided within or below the budget parameters as agreed in Annex C (Procurement Plan) and Annex D (Schedule of Prices).
10. Spend against ODA targets is important to DfID. The supplier will make all reasonable attempts to invoice up to the value of c.£[REDACTED] before the 14th December, 2017. Payment requests for goods or services in Q4 of the 2017/18 Financial Year will be minimised where possible by the supplier, and goods that would otherwise be payable during this period may be delayed so that first milestone payments occur in Q1 of the 2018/19 Financial Year.
11. The Supplier will manage the supply chain on this basis and will agree with DFID the sequence of transferring ownership using the most advantageous Inco Terms to transfer ownership of the equipment and goods to DFID notwithstanding the requirement to deliver to the destinations specified by MNCH2 (Palladium).
12. When considering the reality on the ground it will be essential for the Supplier to work closely with the Service provider and other specific parties involved in order to avoid delivery and operational delays. To this end the Supplier will put in place appropriate resources to meet the

programme's procurement requirements, and develop appropriate knowledge in-country.

Method

13. The Supplier will coordinate the effective management and monitoring of the procurement and supply of the goods and equipment with DFID and with the Programme Service Provider.
14. Clear communication channels, roles and responsibilities and/or approval processes will be established within the Procurement Contract, between the Supplier and DFID. Ways of working between the Supplier and the Programme Service Provider will be agreed in a written ways of working document to be agreed between the two parties. .
15. The DFID-Nigeria Programme Manager, Programme Officer, Service Provider, the In-Country Operations Coordinator, Supplier and the UK Programme Manager, will keep each other informed of all relevant issues that are likely to affect the implementation of the programme.
16. The Communication matrix is contained in Annex G.
17. The Supplier methodology for undertaking this assignment must be consistent with the scope of the terms and conditions of this contract in Section 2 of the Framework Arrangement PO 7387 and as further described in Section 4 Special Conditions of the same Framework Arrangement.

Timing and procurement planning are critical to the successful implementation of the project. The Supplier will demonstrate efficiency, effectiveness, accountability and transparency, and measure and record its associated value added.

18. All parties involved will be flexible in its approach and be aware that delivery time tables may change in order to adapt to reality on the ground.
19. 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 summarised and added to the procurement plan, attached as Annex C.

Financial Management

20. The two year budget for this procurement is a maximum of £[REDACTED] for the 2017/2018 and 2018/2019 financial years. A budget of £[REDACTED] has been allocated for 2017/2018 procurements while the balance of the budget has been allocated to the 2018/2019 financial year.
21. Payments will be linked to milestones. Delivery milestones shall be explained in detail in the procurement plan, along with associated budget and timeframe as detailed in Annex A and Annexe D Schedule of Prices. Procurement fees will be a percentage of the value of the procured goods and equipment as detailed in contract section 5 – of the Framework Arrangement – Schedule of Prices.

Reporting

22. The following reports will be submitted by the Procurement Supplier to the DFID Nigeria Programme Officer responsible for the programme:

Task	Details	Deadline
Quarterly Progress Report	Full report on progress, detailing deliverables achieved in the quarter, challenges and any proposed corrective action.	15 th day of the month after the end of quarter

Monthly Financial Reports of Expenditure	Including a breakdown of costs for goods and equipment, logistics, freight, insurance (if any) and procurement fee, in line with the Framework Arrangement between DFID and the Supplier.	10 th day of each month
Monthly Financial Forecast	Monthly forecasts and summary of activities	10th day of every month or the working day nearest to the 10th day.

Timing

23. The Call Down Contract will commence on 15th September 2017 and end on 30 June 2018.

Duty of Care

24. 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.

25. DFID will share available information with the Supplier on security status and developments in-country where appropriate.
26. 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.
27. This Contract requires 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).]
28. 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.