

**Framework Agreement with:** Crown Agents Ltd

**Framework Agreement for:** Procurement Agent and Capacity Development in Partner Government Services

**Framework Agreement Purchase Order Number:** PO 6126

**Contract For:** Procurement of Goods for the ENABLE2 Project in Nigeria

**Contract Purchase Order Number:** PO 7128

I refer to the following:

1. The above mentioned Agreement dated 1<sup>st</sup> 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 26<sup>th</sup> March 2015 ("the Start Date") and shall be completed by 31<sup>st</sup> 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 the ENABLE2 programme in Nigeria ("the Recipient").

#### **3. Financial Limit**

- 3.1 Payments under this Calldown Contract shall not, exceed £96,000 ("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 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 Calldown Contract void.

For and on behalf of

Name:

**The Secretary of State for**

**International Development**

Position: Procurement Manager

Signature:

Date: 21 May 2015

For and on behalf of

Name:

**Crown Agents Ltd**

Position:

**St Nicholas House**

**St Nicholas Road**

Signature:

**Sutton**

**SM1 1EL, UK**

Date:

# ANNEX A

## Terms of Reference for the procurement of goods/equipment for ENABLE2

**Procurement Agent Crown Agents**

**Aries Supplier ID 11085**

**Aries Component Code 203839-102**

**15<sup>th</sup> October 2014**

### **Introduction**

- 1) ENABLE2 is contracting Crown Agents as its procurement agent to assist the ENABLE2 **Programme** to undertake and procure items. A copy of the estimated budget is attached as annex B.

### **Background**

ENABLE2 is a DFID-funded business advocacy programme. ENABLE is unique in that it is the first donor programme to apply the principles of M4P and systems thinking to Business Environment Reform. ENABLE2 operates at the federal level as well as at the state level in Northern Nigeria.

ENABLE2 has four main components:

- 1) Strengthen private sector demand for reform by supporting Advocacy Organisations to engage in effective advocacy on behalf of the private sector
- 2) Increase the quality and quantity of reform by building the ability and willingness of Government Ministries, Departments and Agencies to dialogue with the private sector
- 3) Strengthen the role of the Nigerian media as a driver and supporter of business environment reform, a channel for information, and a platform for debate and discussion
- 4) Improve access to, and supply of, legal, policy and regulatory information and research to support and inform dialogue

### **Objectives**

1. Crown Agents' overall role is to procure the goods and equipment from 26 March 2015 to the 31<sup>st</sup> March 2016 with Adam Smith International.
2. Crown Agents will demonstrate that its technical and commercial capacity will deliver Value for Money in the management of this programme.

### **Recipient**

The recipient of the procured items is the services supplier, namely Adam Smith International on behalf of the ENABLE2 programme in Nigeria. The procured items will enable the service provider to conduct the planned activities to meet the programme's timelines.

### **Scope/Deliverables**

3. The Procurement Agent (PA) will work with the Service Provider who will provide the required technical specification of the goods/equipment to the PA.
4. The Procurement Agent is responsible for:
  - The procurement of 4 vehicles for the ENABLE2 programme.
5. When considering the reality on the ground it will be essential for the PA and the Service Provider to work closely 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**

6. 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. CANL will be the PA-PMU.
7. Clear communication channels and/or approval processes will be established within the Procurement Agent and between the Procurement Agent, DFID and the Service Provider.
8. The DFID-Nigeria Deputy Programme Officer, DFID Programme Manager, and Service Provider Operations coordinator will be kept informed of all relevant issues that are likely to affect the implementation of the programme. Communication matrix is detailed in Annex D.
9. The Procurement 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. The Agent will be expected to demonstrate efficiency, effectiveness, accountability and transparency, and measure and record its associated value added.
10. 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. 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.
11. 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**

12. 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.
13. The agent will submit invoices and/or remittance requests for payment to DFID Nigeria for procurement undertaken as part of this contract.
14. Schedule of prices is detailed in Annex C.
15. An inventory of all assets procured under the programme will be maintained by the procurement agent. 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**

- 9) The Procurement Agent will report to the DFID Nigeria Deputy Programme Manager, Programme Officer and Adam Smith International's Programme Manager and will provide the following:
  - a) Agreed 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.
16. Quality monthly progress narrative reports will be submitted to DFID-Nigeria and to the Service Provider 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.
17. Accurate monthly financial reports, starting with the month of November 2014 will be submitted, including a breakdown of costs for material, logistics, insurance (if any) and procurement fee, in line with the Collaboration Unit monthly reporting.
18. In accordance to the Overarching Framework Agreement 6126 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**

19. At the end of the programme, the Procurement Agent, the Service Provider, the Procurement Agent 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**

20. Start Date: 26<sup>th</sup> March 2015  
End Date: 31<sup>st</sup> March 2016

## **Duty of Care**

- 10) The Procurement Agent 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.
- 11) DFID will share available information with the Supplier on security status and developments in-country where appropriate. Annex F details Nigeria Duty of Care country assessment.
- 12) 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.
- 13) 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.
- 14) The Procurement Agent 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 Procurement Agent must ensure they (and their Personnel) are up to date with the latest position.
- 15) This Procurement will require the Procurement Agent 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 Procurement Agent 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).