

Crown Agents Ltd
St Nicholas House
St Nicholas Road
Sutton
Surrey
SM1 1EL

Department for International Development
Abercrombie House
Eaglesham Road
EAST KILBRIDE
Glasgow
G75 8EA

Telephone: East Kilbride 01355 84 4000
Directline:

Fax (Gp 3): East Kilbride 01355 84 3499
(GTN 7243 3499)

File Ref: PO 6680

Date: 28th July 2015
Contract Amendment No: 4

CONTRACT FOR:
Procurement of Goods and Equipment for the Nigeria Infrastructure Advisory Facility (NIAF) Programme and Solar Nigeria (SNP) Programme

With reference to the contractual letters dated 06 May 2014, 18 July 2014, 23rd January 2015 and 27 January, 2015 whereby your firm was engaged to undertake to scope of work as directed at Annex A of the Contractual letter, I confirm that the UK Government wishes to make the following amendment to the letters of 06 May 2014, 18 July 2014, July 2014, 23rd July 2015 and 27 January 2015:

Section 1

Paragraph 3.1, Line 1
DELETE "£15,189,350" and INSERT "£22,689,350"

Annex A1

RETAIN Annex A1 as amended.

Annex B1

RETAIN as amended.

Annex D

RETAIN Annex D as amended.

This amendment relates to an increase of £7,500,000 of the overall financial limit of the contract to reflect the purchase of solar power equipment.

Please confirm in writing by signing and returning one copy of this letter that you accept the amendments set out herein.

Please note the provision in the contractual letter that the financial limit of the UK Government's liability to the Consultants under this engagement shall not exceed the sum specified unless the amount of any such excess has been agreed by the Department for International Development in writing before the Consultants take any action which might result in the financial limit being exceeded.

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

Name:

Position: Procurement Manager

Signature:

Date: 28 July 2015

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

Name:

Position:

Signature:

Date:

ANNEX A1

**Terms of Reference for the procurement of goods/equipment for
Solar Nigeria Programme
Procurement Agent Crown Agents
Aries Supplier ID 11085
Aries Component Code 203674-103
29.09.14**

Introduction

- 1) **Solar Nigeria Programme (SNP)** is contracting **Crown Agents** as its procurement agent to assist the **SNP** to undertake and procure items. A copy of the estimated budget is attached as annex B. It is also envisaged that additional items estimated at £7.5 million will be procured before the end of March 2016. Specifications for these additional items will be provided in due course.

Background

1. **DFID** has started a programme in Nigeria called the **SNP**. **SNP** will electrify rural schools and clinics in Lagos, support the creation of a national solar PV market and plan the implementation of its next phase in the North of Nigeria.
2. **DFID** is contracting **Crown Agents** as its procurement agent to assist with the procurement of equipment for solar PV systems in Nigeria. This ToR focuses on the first phase of the programme in Lagos State and the second phase in the North Kaduna State. The procurement will be conducted using funds from ICF and the intended recipient of this procurement is the **Lagos State Electricity Board (LSEB)** and **Kaduna State Government**.

Objectives

3. **DFID is contracting Crown Agents** as the procurement agent responsible for overseeing the procurement of solar equipment and systems in schools and health centres in Lagos State and the North of Nigeria from 1st October 2014 to the 1st October 2020.
4. **Adam Smith International (ASI)** will provide support to Crown Agents by working with LSEB and **Kaduna State Government** to provide technical specification of goods/equipment required.
5. **Crown Agents** will demonstrate that its technical and commercial capacity will deliver Value for Money in the management of this programme.

Recipient

6. The recipient of the procured items is **LSEB** and **Kaduna State Government** who will own the good and be responsible for the maintenance of the equipment. The procured items will enable **ASI** to conduct the planned activities to meet the programme's timelines.

Scope/Deliverables

7. **Crown Agents** will work with **ASI**, **LSEB** and **Kaduna State Government** who will provide the required technical specification of the goods/equipment to the PA.
8. **Crown Agents** is responsible for:

- 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 Nigeria;
 - Obtaining the relevant warranties, training and after-sales services, taking into account entire products lifecycle;
 - Advising on pre-shipment technical inspections and implementing these inspections as necessary (and agreed with DfID/ASI);
 - 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;
 - Packing, consolidating, appropriate insurance and transportation of goods/equipment to the destination as defined and agreed with the Suppliers;
 - Managing the supply base including quality control and assurance;
 - 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.
9. When considering the reality on the ground it will be essential for **Crown Agents** and the **ASI** to work closely 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

10. **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 DFID PMU and with ASI PMU. The PA-PMU will comprise of a representative from **DFID**, **Crown Agents** and **ASI**.
11. Clear communication channels and/or approval processes will be established within **Crown Agents** and between the **Crown Agents**, **DFID** and **ASI**.
12. 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.
13. **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.
14. **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.
15. Following award of the contract, a meeting will be arranged with **ASI** 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

16. 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.
17. The agent will submit invoices and/or remittance requests for payment to **DFID-Nigeria** for procurement undertaken as part of this contract.
18. Schedule of prices is detailed in Annex D.
19. 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) **Crown Agents** will report to the **DFID-Nigeria** Deputy Programme Manager, Programme Officer and **ASI** Programme Manager 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.
20. Quality monthly progress narrative reports will be submitted to **DFID-Nigeria** and to the **ASI** by the **Crown Agents**. A submission schedule will be discussed and agreed between the **Crown Agents**, **DFID-Nigeria** and the **ASI**. 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-Nigeria** and to the **ASI**.
21. Accurate monthly financial reports, starting with the month of October 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.
22. 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

23. 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

24. Procurement of goods and equipment will commence from 1st October 2014 to the 1st October 2020.

Duty of Care

25. **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.
26. **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.
27. 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.
28. 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.
29. 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.