

CALLDOWN CONTRACT

Framework Agreement with: The Crown Agents for Overseas Governments and Administrations

Framework Agreement for: Procurement Agent for Nigeria

Framework Agreement Purchase Order Number: PO 6126

Contract For: Procurement of goods / equipment for Increasing Economic Opportunities for Marginalised Youth in Northern Nigeria (Northern Nigeria Skills (NNS) Programme

Contract Purchase Order Number: 7211

I refer to the following:

1. The above mentioned Agreement dated 1st 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.

2. Commencement and Duration of the Services

2.1 The Supplier shall start the Services no later than 1st August 2015 ("the Start Date") and shall be completed by 30th November 2015 ("the End Date") unless the Calldown Contract is terminated earlier in accordance with the terms and conditions of the Agreement.

3. Recipient

3.1 DFID requires the Supplier to provide the Services below to Northern Nigeria Skills (NNS) Programme in Nigeria ("the Recipients").

4. Financial Limit

4.1 Payments under this Calldown Contract shall not, exceed £100,000 ("the Financial Limit") and is exclusive of any government tax, if applicable.

5. DFID Officials

4.1 The Project Officer is:

4.2 The Contract Officer is:

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

7. Calldown Contract Signature

PO 7211

7.1 If the original Form of Calldown Contract is not returned to the Contract Officer (as identified at clause 4.2 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 Calldown Contract void.

For and on behalf of
**The Secretary of State for
International Development**

Name:

Position:

Signature:

Date: 12 August 2015

For and on behalf of
Crown Agents Ltd

Name:

Position:

Signature:

Date:

ANNEX A

Terms of Reference for

The Procurement of goods/equipment for Increasing Economic Opportunities for Marginalised Youth in Northern Nigeria (Northern Nigeria Skills {NNS}) Programme

Procurement Agents: Crown Agents

Aries Supplier ID 11085

Aries Component Code 202584-104

17th May 2015

Introduction

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

Background

2. The NNS programme is a 6-year DFID-funded programme whose main objective is to improve the livelihoods of marginalised young people in Kano, Kaduna, and Katsina. NNS sets out to enable 68,000 marginalised young people – with a particular emphasis on women and marginalised adolescent girls and almajirai – to find full time skilled employment or self-employment, creating a net total of 43,300 full time equivalent jobs and assisting 23,500 Micro and Small Enterprises (MSEs) by 2021.

Objectives

3. Crown Agent's overall role is to procure the goods and equipment from 1st August 2015 to the 30th November 2015
4. Crown Agents will demonstrate that its technical and commercial capacity will deliver Value for Money in the management of this programme.

The Recipient

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

The Scope

6. The Procurement Agent (PA) will work with the Service Provider who will provide the required technical specification of the goods/equipment to the PA.
7. The Procurement Agent is responsible for supply of all requested goods (listed in Annex B)
8. 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 & Deliverables

9. 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. The PA-PMU will comprise of two project coordinators.
10. Clear communication channels and/or approval processes will be established between the Crown Agents and DFID Nigeria and the programme.
11. The DFID-Nigeria 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.
12. 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.
13. 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.
14. 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. The prices and delivery dates, in particular for the vehicles, are estimated. These are based upon agreement being reached with DFID to purchase these from the local market. In the event that this is not agreed and the vehicles are imported prices are likely to change, and delivery periods will need to be increased.

Financial Management

15. 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.
16. The agent will submit invoices and/or remittance requests for payment to DFID Nigeria for procurement undertaken as part of this contract.
17. Schedule of prices is detailed in Annex C
18. An inventory of all assets procured under the procurement exercise will be maintained by the Crown Agents. 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

19. The Procurement Agent will report to the DFID Nigeria Programme Manager, Programme Officer and Adam Smith International Senior 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.

20. Quality monthly progress narrative reports will be submitted to DFID Nigeria by Crown Agents. A submission schedule will be discussed and agreed between Crown Agents and DFID Nigeria. 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 Crown Agents to DFID Nigeria and to the service provider.

21. Accurate monthly financial reports, starting with the month of May 2015, 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 Agreement⁴⁴⁴⁷ and its attached Call Down Contract⁶¹²⁶, 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.

Timeframe

24. The Procurement agent will be contracted for a period commencing not later than 25th May 2015 and shall be completed by 30th November 2015.

Duty of Care

25. 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.

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 county 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 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.