

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: **DAI Europe**

T: [REDACTED]

Framework Agreement for: **Expert Advisory Call Down Service (EACDS) Lot B
Strengthening Resilience and Response to Crises**

Framework Agreement Purchase Order Number **PO 7468**

Call-down Contract For: **Technical Support To Africa Regional Department Energy Africa
Compacts**

Contract Purchase Order Number: **PO 8067**

I refer to the following:

1. The above mentioned Framework Agreement dated 19 October 2016
2. Your proposal of 29 August 2017

and I confirm that DFID requires you to provide the Services (Annex A), 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 11 September 2017 ("the Start Date") and the Services shall be completed by 11 April 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 **Africa Regional Department** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£500,000** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

4. Invoicing Structure

Monthly invoicing on a time and materials basis for the core management team of Technical

Assistance Facility Coordinator and Assignment Managers, and their actual expenses, payable against acceptance from DFID of the monthly progress report

Milestone payments will be defined for each Technical Assistance Assignment and specified in the budgets raised for approval from DFID

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

28. Milestone Payment Basis

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

5. Virement

DFID permits that a virement of funds between the Total Project Expenses category and Technical Assistance Assignment Fee category is approved so long as virement does not exceed 20% (£[REDACTED]) of the category total, and the overall reimbursable financial limit (£[REDACTED]) is not exceeded

6. DFID Officials

- 6.1 The Project Officer is:

[REDACTED], Private Sector Development Adviser, Africa Regional Department

- 6.2 The Contract Officer is:

[REDACTED], Procurement and Commercial Department

7. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

[REDACTED] – Technical Coordinator
[REDACTED] – Lead Assignment Manager
[REDACTED] – Assignment Manager
[REDACTED] – Assignment Manager

8. Reports

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

9. Additional Documents

- Technical Support To Africa Regional Department Energy Africa Compacts Part A: Technical Proposal
- Technical Support To Africa Regional Department Energy Africa Compacts Part B: Commercial Proposal

10. 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.

11. Call-down Contract Signature

- 11.1 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

DAI Europe

Name:

Position:

Signature:

Date:

Section 4, Annex A

Call-down Contract

Terms of Reference

Technical Support To Africa Regional Department Energy Africa Compacts

1. Overview

Two out of three people in sub-Saharan Africa (600 million) have no access to electricity at home. On the current trajectory universal electricity access in Africa will not be achieved until 2080; although the Global Goal 7 is for this goal to be met by 2030. The decreasing cost of solar photovoltaic (PV) panels, improvements in battery technology and appliance efficiency and the spread of mobile payment systems – have together created a new opportunity. While work must continue to expand and improve Africa's energy infrastructure, firms across Africa are proving that it is possible to provide instant essential electricity to homes via household solar systems, at less than the cost of kerosene. The key question is how to transform a few hundred thousand installations so far into tens of millions. The key constraints are i) the financing of companies which provide the systems and are paid back over time in micro-payments, ii) ensuring that the policy and regulatory conditions are conducive to market expansion, and iii) building the distribution systems which can reach the poorest with quality solar products.¹

In response to this challenge, DFID launched the Energy Africa access campaign in October 2015, focusing on accelerating access to electricity in Africa via household solar systems. This campaign seeks to support and amplify a series of ongoing shifts in the market to achieve the objective of supporting universal access to energy in Africa by 2030 (Global Goal 7). More specifically, it seeks to generate national Policy Actions to improve the enabling environment for household solar market expansion and to coordinate support to both governments (to implement their policy actions) and the market (to expand delivery and scale-up). The central mechanism where the policy actions and coordinated support are agreed is through a series of Energy Africa Compacts signed between partner governments and donors, which are essentially plans of action for accelerating the market in that national context.²

There are initially 14 Energy Africa target countries: Ethiopia, Ghana, Kenya, Malawi, Mozambique, Nigeria, Rwanda, Senegal, Sierra Leone, Somalia, Tanzania, Uganda, Zambia and Zimbabwe. To date, Compacts or Plans of Action³ have been finalised with 7 countries with 3 other compacts at various stages of development. The technical assistance associated with setting up the Compacts/Plans of Action and implementing the identified policy actions is currently provided through a Technical Assistance Facility (TAF) funded by DFID's Africa

¹ Energy Africa access campaign.

² ToR for Technical Assistance Facility for Energy Africa Compacts.

³ Where government have not formally signed up to a Compact but a set of policy actions has been agreed.

Regional Department (ARD) and contracted through the CEIL-PEAKS. This contract is due to expire in August 2017 and it is anticipated that DFID's upcoming Africa Clean Energy (ACE) programme will take over the management of this technical assistance starting from around March 2018, thereby leaving a gap of approximately 8 months.

DFID ARD has decided to pursue an interim measure to ensure continued progress using DFID's Expert Advisory Call Down Services (EACDS) Lot B to manage and deliver the relevant support. This Terms of Reference (ToRs) outlines the arrangements to be established in order to respond effectively to demand by country governments for technical support for implementation of actions under existing Compacts/Plans of Action, and potentially the establishment of new Energy Compacts. Each Compact/Plan of Action and respective policy actions will be adapted to the country context and agreed between the participating country government, relevant DFID country office and other donor partners.

2. Objectives

- 2.1 To provide technical support to country governments to implement actions identified under existing Compacts/Plans of Action and potentially establish new Energy Africa Compacts/Plans of Action.
- 2.2 To provide additional follow-on or parallel technical support to respond to strategic opportunities that may emerge during the life of the contract as requested by DFID Country Offices or ARD, such as market assessments of electronic waste management.

3. Client and Beneficiaries

The client is DFID ARD. The main direct beneficiaries are DFID Country Offices in Energy Africa target countries, governments, MDAs and other Development Partners in these target countries. The indirect intermediate beneficiaries are job-creating domestic and foreign businesses in the household solar systems sector and the ultimate end beneficiaries are the populations of target countries including those in rural areas, the poor, women and youth.

4. Scope

- 4.1 The TAF will work with DFID Country Offices in up to 14 target countries to identify assignments supporting the delivery (and potential design) of Energy Africa Compacts/Plans of Action. The TAF will coordinate with ARD, Country Offices and assignment consultants, while the latter will work in close consultation with DFID Country Offices, as well as government and private sector stakeholders in country.

- 4.2 At Facility level, support will include consulting on, defining and finalising subsidiary ToRs⁴ with Country Offices for assignments; managing the selection and contracting of consultants to deliver technical support to the Compacts/Plans of Action; overseeing the delivery of each assignment; and providing quality assurance of final deliverables. The Facility management team will also ensure feedback is gathered from Country Offices and, where relevant, other stakeholders, on the outcomes of the assignments (through on-going stakeholder liaison and surveys as relevant) to assess performance and enable learning and sharing of best practice.
- 4.3 At Assignment level, consultants selected will deliver relevant support in line with TAF objectives and the individual scopes of work developed for each assignment, with relevant project management and support activities provided by the supplier providing the assignment's consultants, or by the Facility management team as decided in each case.
- 4.4 The TAF will also provide additional strategic services that are not identified in the Compacts/Plans of Action, but have been identified by DFID ARD or Country Offices as of strategic importance to help develop the solar home system market. This support will be on an 'as needed' basis during the life of the programme in accordance with agreed sub-ToRs, and undertaken by consortium experts or the Facility management team as relevant.
- 4.5 DFID may also request the TAF to lead or support action learning events to share experience and lessons across beneficiaries and stakeholders at country level or other dimensions.

5. Method

- 5.1 TAF support for implementing the prioritised actions within the Energy Africa Compacts or Plan of Actions will be led by a Facility management team provided by the EACDS Lot B lead organisation, including a dedicated Facility Coordinator supported by an Assignments and/or Contracts Manager. The Facility Coordinator will be the main point of contact for DFID ARD and DFID Country Offices
- 5.2 The Facility Coordinator and DFID Country Offices will draw up and agree sub-ToRs for each assignment in order to support the development and implementation of the Compacts. Finalised sub-ToRs will be submitted to ARD for approval.
- 5.3 The Facility Coordinator, supported by the Contracts Manager, will identify and agree with the DFID Country Office the consultants to implement each assignment working through the EACDS Lot B framework. Candidates will be drawn from a roster of Energy Africa Compacts to be formed from qualified candidates proposed by the EACDS consortium and approved by DFID or, if needed from further recruitment efforts within and outside of the Consortium. The Facility Management team will support shortlisting the best candidates and then submit to the DFID Country Office and ARD for final selection. Selection will be done against a set of pre-agreed parameters specific to each

⁴ It is envisaged that individual assignment ToRs will mirror these ToRs but will be specific about the country and the type of TS required, to be described in "scope".

assignment, including experience in renewable energy policy. Each assignment is expected to require a team of up to 3 consultants, usually including local expertise.

5.4 Following agreement of each assignment sub-ToRs and assignment consultants by the DFID Country Office and, where appropriate, the partner government, the Contracts Manager will produce a budget for approval by ARD.

5.5 The supplies of key consultants for each assignment will then manage the assignment in line with the Terms of Reference and the Facility Coordinator, supported by the Contracts Manager, will provide quality assurance of deliverables before submitting to ARD and the relevant DFID Country Office for comments/approval. The sequence of report submission will be as follows:

The Draft Report will be submitted by the supplier to the Facility Coordinator for review and quality assurance (QA);

The consultants will address comments;

The TAF will submit the Draft Report to the DFID Country Office and ARD for review;

The consultants will address comments;

The Report will be submitted in final form by the TAF to the DFID Country Office; and ARD.

5.6 Each assignment is likely to involve the following (each sub-ToR will provide further clarity on the balance of these activities):

Desk research (home): Consultants review, analyse and assess relevant documents to be supplied by DFID and other Development Partners, including documents in the solar home systems sector and existing Energy Africa documents.

Country visit: Consultation with the government, MDAs, the private sector (large and small firms, consumer groups, women's and youth groups, civil society and the informal sector), DFID, Development Partners and a range of programme implementing partners, academic and economic research groups.

Country presentation: Presentation to DFID and relevant organisations of provisional findings and conclusions.

Report drafting (home): Consultants produce a draft report and following comments by DFID and other relevant parties, a final report. Where necessary, the final deliverables will be translated in the local language for sharing with local stakeholders.

6. Timeframe

The TAF will manage the technical support provision to the Energy Africa Compacts for a period of 8 months, starting September 2017 and ending April 2018, with an option to extend for 3 months.

A typical country assignment is expected to have a duration of approximately 12-15 weeks to implement and complete to the client's satisfaction. The exact duration and level of effort will however vary depending on the nature of the request.

7. Indicative Work plan

7.1 A typical assignment would consist of the following steps, noting that these requirements may vary by country:

Indicative Workplan for assignments	
Action	Timing (w/c)
Approval of ToR (DFID CO and ARD)	Week 1
Consultant search and selection	Week 2-3
Finalise consultant(s), budget and ARD approval	Week 4
Mobilise consultant(s) including visas	Week 5
Inception call with DFID CO to refine ToR, scope and delivery plan, and submit Inception report to TAF and CO	Week 5
Desk research	Week 6
Country visit: stakeholder consultations and presentation of provisional results	Week 7-8
	Week 9
Report writing and submission of draft report to TAF for QA	Week 10-11
Address comments from TAF QA and submission of report to DFID	Week 12-13
Comments on report from DFID and stakeholders	Week 14
Address comments from DFID and finalise report	Week 15

8. Deliverables

8.1 At TAF portfolio level The Facility management team will provide a weekly verbal update on activities to ARD and submit a monthly written progress report covering progress and other key feedback and learning aspects of the work undertaken.

8.2 The deliverables of each assignment will be agreed with a named DFID Country Office contact, and are expected to include:

Revisions to the sub-ToRs for each assignment, reflecting discussions with the DFID Country Office during the inception meeting; such revisions to be reviewed and approved by all parties.

Inception Report, including proposed timeline and anticipated stakeholder meetings.⁵

Draft and Final Reports in the Energy Africa template, approximately 25-30 pages in length (excluding appendices). The consultants will ensure that these meet the standards set out in the DFID style guide and be suitable for publication, if considered appropriate.

9. Dissemination

DFID may share the reports produced with governments and selected Development Partners in target countries. They may also be published on the R4D website, disseminated through the EACDS Lot B blog site, or other fora subject to agreement by ARD and the DFID Country Office. As noted above, specific action learning events may be commissioned to support lesson sharing.

10. Competencies Required

Technical Assistance Facility Management Team (Coordinator and Contracts Manager)

The TAF team will have technical and management skills needed to formulate subsidiary ToR for each assignment, identify the types of expertise required, and manage the assignments, cooperating with DFID country offices and the DFID ARD Programme Manager

Technical skills required include an understanding of renewable energy (particularly off-grid solar home systems, but knowledge of mini-grids and on-grid an advantage) and private sector approaches to their delivery, investment and finance capability

Experience with market systems development approaches

Experience of working with DFID, multi-laterals and bi-laterals, MDAs and the private sector in Africa

Excellent English language skills

Typical Assignment Consultants

Off-grid renewable energy policies, regulations and institutional arrangements.

Experience of consultative design processes via key informant interviews or focus group discussions to extract data from high level stakeholders.

Familiarity with the political economy of the relevant country/region

Appropriate seniority/experience to work with African Ministers/senior government officials (although a range of seniorities may be proposed, improving value for money).

An appropriate range of language and country experience, likely to ensure they can hit the ground running and already have some of the appropriate contacts and credibility in the range of target countries (noting for example the Portuguese requirement in Mozambique).

11. Budget

The total value of services to be provided shall be up to £[REDACTED]. The budget for each assignment will be agreed on a case by case basis by the ARD Programme Advisor, but collectively the total of all assignments will

not exceed the maximum TAF budget. In the event of a cost-extension being necessary, this will be capped at £[REDACTED] and 3 months beyond the original proposed end date. Any possible extension will be discussed and agreed between DFID and DAI before contracting commences.

CB129 (February 2007)

April 2014