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File Ref: PO 40073687
Date: 7th January 2016
Contract Amendment No: 2

CONTRACT FOR: Procurement of Agricultural Equipment and Vehicles for Propcom

With reference to the contractual letters dated 21st July 2014 and 29th June 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 amendments to the letters of 21st July 2014 and 29th June 2015:

1. The contractual letter dated 29th June 2015 should be considered to be an Amendment to the contractual letter dated 21st July 2014 and as such treated as Amendment 1 to PO 40079720.
2. Call Down Contract (contractual letter dated 21st July 2014)
 - 3 Financial Limits
 - 3.1 DELETE **£77,785.32**
3. Amendment 1 (contractual letter dated 29th June 2015)
 - 3 Financial Limits
 - 3.1 DELETE **£32,217.39**

and

4. INSERT **£328,690.71**

This amendment relates to the procurement of Goods and Equipment, an increase of **£218,688.00** to the overall financial limit of the contract. The financial limit of the contract is now **£328,690.71**.

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: 7th January 2016

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

Name:

Position:

Signature:

Date:

ANNEX A

Terms of Reference

Procurement of Agricultural Equipment and Vehicles for Propcom Mai-karfi

PO Number 40073687

Introduction

1. DFID is contracting Crown Agents as its procurement agent to assist with the procurement of vehicles. A copy of the estimated budget is attached as annex B.

Objectives of the Consultancy

2. Crown Agents will demonstrate that its technical and commercial capacity will deliver Value for Money in the management of this programme.

The Recipient

3. The recipient of the goods is Propcom Mai-karfi.

The Scope

4. This procurement exercise will be carried out to meet the with a delivery dates as of January / February 2016.

Method & Deliverables

1. Clear communication channels and / or approval processes will be established between the Crown Agents and DFID Nigeria and the programme.
2. A variety of considered solutions to programmatic and management challenges, identifying the advantages and disadvantages of each course, will be presented to DFID for final decision making, as and when necessary.
3. DFID Nigeria's Programme Manager in the Economic Growth Team and Propcom Mai-karfi's Director of Operations will be kept informed of all relevant issues that are likely to affect the implementation of the programme. A communication matrix is attached in annex C.

Financial Management

4. 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.
5. The agent will submit invoices and/or remittance requests for payment to DFID Nigeria for procurement undertaken as part of this contract.
6. Schedule of prices is detailed in Annex D.

7. Procurement Agents savings target are developed in Annex E.
8. 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

9. Propcom Mai-karfi will provide the following:
 - a) Agreed business needs and equipment specifications with the programme within two weeks of signing the contract.
10. 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 Propcom Mai-karfi.
11. Accurate monthly financial reports, starting with the month of November 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.
12. In accordance to the Overarching Framework Agreement 6126, any procurement which is subject to the EU Directives will be subject to the 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 timescales. Details of the SLA are attached in Annex F.
13. Whenever appropriate Crown Agents will acknowledge that DFID is providing the funding for this programme and will work with DFID and other key stakeholders when necessary to publicise the programme.

Timeframe

14. The Procurement Agent will be contracted for a period commencing not later than 7th January 2016 and shall be completed by 28th February 2016

Duty of Care

15. The Supplier 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.
16. DFID will share available information with the Supplier on security status and developments in-country where appropriate. Annex G details Nigeria Duty of Care county assessment.

17. All Supplier 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.
18. A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.
19. 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 and the Supplier must ensure they (and their Personnel) are up to date with the latest position.
20. This Procurement will require 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).



Annex B Programme Procurement plan

Specifications

Specifications to Procurement Agents

To:

Crown Agents
44 Durban Street,
Off Adetokunbo Ademola Crescent
Wuse 2
Abuja

Supplier ID:

Requirement date:

January /
February 2016

Please quote for the following goods and equipment:

Programme: Propcom Mai-karfi

Contact person:

| Needs/Goods description | Quantity | Delivery date 1 | Delivery date 2 | Delivery place |
|-------------------------------|----------|-----------------|-----------------|----------------------|
| Toyota Prado or similar | 2 | Jan 2016 | | Mississippi St Abuja |
| Agricultural Equipment | | | | |
| Rice Thresher Cleaner | 12 | Feb 2016 | | Mississippi St Abuja |
| Maize de- husker/sheller | 12 | Feb 2016 | | Mississippi St Abuja |
| Tipping trailer | 12 | Feb 2016 | | Mississippi St Abuja |

Additional information:



Inspection required?

Method of despatch:

Consolidation with other consignments acceptable:

Part shipment allowed:

Are goods to be compatible with any already on site?

(if so please give details of existing equipment, and purchase order number if known)

Clearance to be undertaken by:

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Procurement Agents
Specifications Propco



Procurement plan to
PA Propcom.xls



Vehicle
specification.odt

ANNEX C
Communication Matrix

| | |
|--------------------------------------|--|
| DFID Nigeria Programme Manager | |
| Project Manager | |
| PCD Procurement Manager | |
| Procurement Agent Programme Managers | |

ANNEX E

SAVINGS MANAGEMENT

The savings target with DFID will be based on an agreed total value of the Delivered (Local Contracts) and landed CIF (International Contracts) of goods purchased for Nigeria over the contract duration.

The target is set at 3 per cent.

These savings will comprise discounts in accordance with the categories appearing in the attached schedule and totals achieved in each category will be detailed in the monthly report.

The Crown Agents' buyer will use the attached form to record the savings against each file for audit purposes, which will also be recorded in Crown Agents' buying system.

Crown Agents Order Savings Record

| | | |
|------------------|-------------------|-------------------------------|
| PO Number | Component Number | Country/Project |
| Crown Agents Ref | Goods Description | Contract Value (£ Equivalent) |

| Definition of Saving Type | Type of saving | Amount of Saving |
|---|---|------------------|
| Crown Agents Corporate Saving which applies to all contracts issued by Crown Agents where a formal agreement exists. | Direct | £ |
| Crown Agents Corporate Saving which applies to all contracts issued by Crown Agents where no formal agreement exists. | Indirect | £ |
| A one-off saving category specific to the above named project. | Strategic | £ |
| Discounts negotiated on individual purchases. | Negotiated (for contracts below the Directives Threshold) | £ |
| Where Crown Agents have recommended an alternative product which provides the SP with a tangible saving | Value Engineering | £ |
| Comparison between the Suppliers Freight quote and the lower quote provided by Greenshields Cowie. | Freight/Insurance | £ |
| TOTAL SAVINGS ACHIEVED | | £ |

| | |
|---------------------------|------|
| Recorded on Buying System | Date |
| Buyer name and signature | Date |

ANNEX G
Duty of Care Country Assessment

SUMMARY RISK ASSESSMENT MATRIX

COMMERCIAL IN CONFIDENCE
(when completed)

**DFID Overall Project/Intervention
Summary Risk Assessment Matrix**

Project/intervention title: Procurement of goods for Market development in the Niger Delta (MADE)

Location: Abuja and Port Harcourt, Nigeria

Date of assessment: 12 December 2015

Assessing official:

| Theme | DFID Risk score | DFID Risk score |
|------------------------------------|-----------------|-----------------|
| OVERALL RATING ¹ | 2 | |
| FCO travel advice | 2 | |
| Host nation travel advice | Nil | |
| Transportation | 2 | |
| Security | 4 | |
| Civil unrest and Violence/crime | 4 | |
| Terrorism | 4 | |
| War | 1 | |
| Hurricane | 1 | |
| Earthquake | 1 | |
| Flood | 2 | |
| Medical Services | 2 | |
| Nature of Project/ Intervention | 2 | |

| | | | | |
|--------------------|---------------|---------------|----------------|---------------------|
| 1 Very Low risk | 2 Low risk | 3 Med risk | 4 High risk | 5 Very High risk |
| Low | | Medium | High Risk | |

¹ The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.