



Foreign, Commonwealth & Development Office

CALL DOWN CONTRACT

Framework Agreement with: DT Global International Development UK Ltd

Framework Agreement for: Global Development Delivery Framework (GDD)
Lot 4 – Economic Development and Trade

Framework Agreement ECM Number: ECM_5811

Call Down Contract For: Green Urban Growth (GUG) in Somalia

Contract ECM Number: ECM_7164

I refer to the following:

1. The above-mentioned Framework Agreement dated 11th December 2023;
2. Your proposal of 12 June 2024.

and I confirm that FCDO requires you to provide the Services (Annex A, Terms of Reference), 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 6 January 2025 (“the Start Date”) and the Services shall be completed by 31 July 2030 (“the End Date”) unless the Call Down Contract is extended in line with the up to 24 months extension option as outlined in Annex A or terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the Government of Somalia and Somaliland (the “Recipient”).

3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not, exceed £25,000,000 million (“the Financial Limit”) and is inclusive of any government tax, if applicable as detailed in Annex B Schedule of Prices.

4. FCDO Officials

- 4.1 The Project Officer is:
'REDACTED'

March 2024



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4.2 The Contract Officer is: REDACTED

5. Key Personnel

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

REDACTED Under FOIA Section 40, Personal information.

6. Reports

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

7. Duty of Care

7.1 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 FCDO 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

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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 FCDO is providing any specific security arrangements for Suppliers in relation to the Call Down Contract, these will be detailed in the Terms of Reference.

8. **Call Down Contract Signature**

- 8.1 If the Form of Call Down Contract is not duly completed, signed and dated on behalf of the Supplier within 15 Working Days of the date on which it was sent for the electronic signature, FCDO will be entitled, at its sole discretion, to declare this Contract void.

No payment will be made to the Supplier under this Call Down Contract until it's signed by both Parties.



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Annex A

Terms of Reference (ToR)

Green Urban Growth (GUG) in Somalia

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ACRONYMS AND KEY TERMS

Acronym	Definition
CDEL	Capital Delivery Expenditure Limit
DFIs	Development Finance Institutions
EIA	Environmental Impact Assessment
FCDO	Foreign Commonwealth and Development Office
GDPR	General Data Protection Regulation
GDS	Government Digital Services
GUG	Green Urban Growth programme
HARBS	Humanitarian Assistance and Resilience Building in Somalia programme
ICF	International Climate Finance
IDPs	Internally Displaced Persons
KPI(s)	Key Performance Indicator(s)
MEL	Monitoring, Evaluation and Learning
NDCs	Nationally Determined Contributions
NAP	National Adaptation Plan
ODA	Overseas Development Assistant
PMT	Programme Management Team
PRO	Programme Responsible Owner
PSC	Programme Steering Committee
RDEL	Resource Delivery Limit
SDF	Spatial Development Framework
SIGS	Supporting Inclusive Growth in Somalia programme
SRO	Senior Responsible Owner
SSJP II	Somalia Security and Justice programme Phase 2
TA	Technical Assistance
ToC	Theory of Change
T-KPI(s)	Transparency Key Performance Indicator(s)
ToR	Terms of Reference
VfM	Value for Money

1. KEY PROGRAMME INFORMATION – SUMMARY

- 1.1. This Terms of Reference (ToR) sets out The Foreign, Commonwealth and Development Office's (FCDO) requirements for a Supplier to undertake the management and implementation of the Green Urban Growth ("GUG") programme in Somalia.
- 1.2. The UK, through the Business Case for a wider £39m GUG programme over seven years,¹ will support Somalia² cities to become more inclusive and resilient to cope with rapid urbanisation and climate change and be able to harness green growth opportunities that contribute to poverty reduction, offer sustainable economic opportunities for Somalia's urban poor and build longer-term resilience. This will be achieved through:
 - taking a systems-based³ approach to improving institutional processes in urban planning and land use control;
 - developing a pipeline of climate-resilient, urban infrastructure and ecosystem projects⁴ with the potential to attract public and private finance and effect systemic change in urban service delivery; and
 - mobilising finance for green urban infrastructure and ecosystem projects that are resilient to future climate risks and deliver equitable basic services.
- 1.3. This Call Down Contract will be a major vehicle to deliver investment in infrastructure, which His Majesty's Treasury (HMT) classify as Capital Development Expenditure Limit (CDEL), and UK International Climate Finance (ICF) commitments and will provide a platform for strategic green growth partnerships.
- 1.4. This ToR requires the Supplier through GUG, to provide *technical assistance* ("TA") and utilise *grant funds* to make direct investments to implement infrastructure and ecosystem projects in target cities.
- 1.5. The Call Down Contract will be from 6 January 2025 to 31 July 2030), subject to review clauses and extension options as set out in section [10.5](#) and [10.9](#) respectively. The **total budget** for the delivery of the Services under this Call Down Contract will be up to **£25,000,000** (Twenty-Five Million GBP) excluding UK Value Added Tax (VAT) but inclusive of all applicable taxes, with an option to increase the value by up to **£25,000,000**.
- 1.6. The overall proposed Call Down Contract stages are as follows:
 - approximate **Start Date**: 6 January 2025;
 - mobilisation and inception stage ("**Inception Phase**"): approximately 6 months;
 - the first planned review point of this Call Down Contract ("**Inception Review Point**"): at the end of the Inception Phase (see section [10.5](#));
 - implementation ("**Implementation Phase**"): approximately 60 months;
 - the second planned review point of this Call Down Contract ("**Mid-Term Review Point**"): expected in July/August 2027 (see section [10.5](#));

¹ For the avoidance of doubt, the proposed Call of Contract value is £25 million and not the full Business Case value of £39 million.

² For the purposes of this ToR, references to Somalia include Somaliland, unless otherwise stated.

³ A 'systems-based' approach in this case recognises that cities are complex systems and moves beyond interventions that focus on single sectors/ themes, to encourage wholistic and cross-sectoral approaches to developing solutions.

⁴ 'Ecosystem projects' in the ToR refers to any projects that address urbanisation challenges through protecting/ enhancing biodiversity or natural habitats for wider environmental or food security benefits (including nature-based solutions).

- closure and learning stage (“**Exit Phase**”): approximately 3 - 6 months; and
 - approximate **End Date**: 31 July 2030.
- 1.7. Continuation of the Call Down Contract after these Review Points will be subject to satisfactory performance by the Supplier and availability of funds. Should a decision not to continue with the Programme be taken, FCDO will terminate the Call Down Contract in accordance with the relevant provisions of the Global Development Delivery (GDD) Framework Agreement (e.g. Termination With Default of the Supplier or Termination Without Default of the Supplier).
 - 1.8. FCDO reserves the right to scale up, down or discontinue the programme at any point, in line with the provisions of GDD Framework Agreement (see section [10.6](#)).

2. CONTEXT AND RATIONALE

- 2.1. GUG will operate in a highly conflict-prone, climate vulnerable and political context, and the Supplier must consider these risks in GUG’s design and implementation.
- 2.2. The context in which GUG will operate is detailed in the Business Case for wider Green Urban Growth Programme and accompanying annexes (see Annex 1 and 2).
- 2.3. Somalia is the most urbanised country in East Africa. Approximately 46% live in cities, including 75% of 2.9 million Internally Displaced Persons (IDPs). Climate extremes, conflict and food insecurity are driving irreversible urban displacement. By 2050, Somalia’s urban population could exceed 60%⁵. More intense and frequent extreme weather events, along with environmental degradation, are expected to increase displacement risks further.
- 2.4. Somalia cities are unable to cope with fast-growing populations. Slum expansion, environmental degradation and insecure tenure characterise cities. Weak state and vested political interests exclude vulnerable populations (IDPs and women) from accessing public services. Humanitarian efforts to reduce vulnerability cannot keep pace with urban growth and climate adaptation needs, locking cities into cycles of protracted crises.
- 2.5. Despite state fragility, Somalia cities have demonstrated growth and resilience through exploiting trade in port cities, a thriving private sector and a young labour force. To harness this urban opportunity, global evidence underlines the importance of effective and equitable service delivery for economic growth, poverty reduction and building stability.
- 2.6. Given the risks that climate change poses to Somalia, the need to develop sustainable urban centres that incorporate future climate risks, nature-based solutions and climate adaptation is critical to prevent maladaptation and build longer-term resilience.
- 2.7. The wider programme builds on the UK’s comparative advantage as a humanitarian and development thought leader and responds to strong urban and durable solutions evidence and lessons learned from Somalia, highlighting the need for systemic approaches to address climate vulnerability and deliver sustainable basic services outside of humanitarian programming, to build longer-term resilience.
- 2.8. The wider programme aligns with the UK’s [International Development Strategy](#) (2022), [Integrated Review Refresh](#) (2023) and the [International Climate Finance Strategy](#) (2023), through acknowledging the interdependency between cities and climate

⁵ World Bank. 2021. [Somalia Urbanization Review: Fostering Cities as Anchors of Development](#)

change, tackling underlying drivers of climate vulnerability and delivering “*clean, inclusive and resilient growth*” that prioritises longer-term responses to crises by “*preventing and anticipating future shocks and building resilience.*”

Beneficiaries

- 2.9. The recipients of GUG activities are urban residents, informal and formal sector, poor and vulnerable groups (IDPs, women-headed households, refugees, returnees, persons with disabilities and youth), and the private sector. These groups (the “Beneficiaries”) will benefit from various programme activities, research studies and policy reforms.
- 2.10. The Call Down Contract will also support relevant parts of State, Federal and local government to deliver expected Outcomes at a systemic level. The Supplier is expected to work with target communities and private sector to ensure a whole-of-society approach to delivery.

3. IMPACT, OBJECTIVE and SCOPE of THIS CALL DOWN CONTRACT

Impact

- 3.1. The expected impact (the “Impact”) of the GUG programme can be summarised as: “more inclusive and climate-resilient Somalia cities, equipped to cope with urbanisation and harness green growth opportunities that contribute to poverty reduction and stability, building longer-term resilience for Somalia’s IDPs and the urban poor.” In Somalia’s context, this change is expected to take place over time, and GUG will work to establish the framework for this change to occur.

Objective

- 3.2. The programme objective which applies to this Call Down Contract is to unblock access to climate resilient basic services and create green economic opportunities⁶ in Somalia through:
 - **resilient urban planning** that minimises conflict, increases climate resilience and supports integration of IDPs;
 - developing a pipeline of **climate-resilient infrastructure projects** with the potential to effect systemic change and encourage growth; and
 - **mobilising finance** (including climate finance) for sustainable, inclusive and climate resilient infrastructure that encourages green growth.

Scope

- 3.3. The Supplier shall deliver the following Services, broken down into the three main components (the “Components”):

Component 1: urban planning, land use control and decision-making through:

- i. integrated spatial development and urban expansion planning - this approach encourages a combination of planning tools that can respond to both immediate and future needs for the whole city (and not only IDPs), incorporates available climate and environmental risk data and considers the linkages to complement ongoing humanitarian and development initiatives;
- ii. building institutional foundations for ‘hybrid governance’ to enable formal and

⁶ Supporting basic services that underpin economic growth, while minimising negative impacts on the natural environment.

- informal actors improve equitable service delivery - the preferred approach should build the foundations for coherent and credible processes for urban service delivery amongst formal and informal actors, through taking a pragmatic approach to strengthening local government capacity while recognising existing private sector structures to broker 'good enough' collaboration and partnership models; and
- iii. data update and accessibility to ensure that relevant data (population, displacement, climate, gender, infrastructure coverage, crime and insecurity etc.), is consolidated, updated, readily accessible to key stakeholders and informs decision-making.

Component 2: preparation of a pipeline of green urban infrastructure and ecosystem projects through:

- i. project preparation - this involves undertaking necessary prefeasibility and feasibility studies to develop a pipeline of green infrastructure and ecosystem projects for equitable service delivery in sectors (e.g. water, waste, energy), based on the outcome of the integrated city-wide planning processes; and
- ii. strengthening the capacity of public and private actors to attract finance and foster partnerships - this involves early identification of cost-effective financing (including climate funds), potential partners and drafting proposals to access/unlock finance.

Component 3: Increasing sources of finance (including climate finance) for urban infrastructure and ecosystem projects through:

- i. mobilising finance to shift city-wide plans and project pipelines into implementation - this approach leverages UK grant funds to play a catalytic role de-risking and mobilising other sources of funding for strategic / demonstration projects and creating incentives for the private sector to invest in improving or scaling-up urban services.
- 3.4. The Supplier is expected to provide day-to-day management to achieve the programme objectives, including intervention design, development and implementation through the programme budget, financial and fiduciary management, managing downstream partners and their related due diligence, risk management, logistical and administrative duties, mainstreaming 'thinking and working politically'⁷, and work collaboratively with the Independent Monitoring, Evaluation and Learning (MEL) provider (to be contracted separately) to develop an agreed MEL strategy.
- 3.5. The Supplier will work collaboratively with ongoing FCDO Somalia programmes, including but not limited to Humanitarian Assistance and Resilience Building in Somalia programme (HARBS), Supporting Inclusive Growth in Somalia (SIGS) and Somalia Security and Justice Programme II (SSJII). Where applicable, the Supplier should draw lessons from other FCDO urban programmes operating in the region and beyond, including Kenya's Sustainable Urban Economic Development Programme (SUED), the Cities and Infrastructure for Growth (CIG) Programme; the Global Future Cities Programme (GFCP); and the Global Infrastructure Programme (GIP).
- 3.6. The Supplier must be prepared to work collaboratively with other development partners urban programmes operating in Somalia, including but not limited to the US\$112 million Somalia Urban Resilience Project II 'Nagaad' (operating in Baidoa, Garowe, Kismayo and Mogadishu) funded by the World Bank and the US\$18.9 million Saameynta Joint Programme (operating in Baidoa, Beletweyne and Bossaso) funded by the Swiss Agency for Development, Government of Netherlands and Norwegian Ministry of Foreign Affairs.

Geographical Scope

⁷ University of Birmingham. [Thinking and Working Politically Community of Practice](#)

- 3.7. An evidence-based diagnostic tool was used to assess, rank and select cities where more stable systems of governance could be built to deliver an effective systems-based approach to urban programming. The results highlighted the two high-potential clusters for GUG to target:
- **‘Ready for Growth’**: cities located on key trade corridors with high potential to harness green growth opportunities and play a vital role in the function and operation of wider regional, sub-national and national/federal city systems; and
 - **‘High Vulnerability’**: the most vulnerable cities experiencing a large influx of IDPs and where the UK has substantive humanitarian programming.
- 3.8. Based on this, GUG proposes to prioritise **six** cities, with a majority of **four** from Group 1 the ‘*Ready for Growth*’ cities and **two** from Group 2 ‘*High Vulnerability*’ cities from cities identified in Table 1 below.

Table 1: City Selection

Group 1: Ready for Growth	Group 1: Ready for Growth
Berbera	Baidoa
Hargeisa	Kismayo
Gebiley	Beledweyne
Wajaal	Dhuusamarreeb
Garowe	Gaalkacyo
Mogadishu	Afgooye

4. APPROACH AND METHODOLOGY

- 4.1. GUG’s outputs (the “Outputs”) will be delivered through providing **technical assistance (TA)** to support urban plans and policies and prepare investment pipelines as a first step in attracting finance, and utilising **grant funds** to leverage significant additional sources of finance from public and private actors to make direct investments to implement and maintain green urban infrastructure and ecosystem projects.
- 4.2. **TA** under GUG to deliver Components 1 and 2 will be further clarified and finalised during the Inception Phase, as city selection and sequencing is agreed. TA should support informal urban institutions/ key stakeholders to ensure that they understand and address urban development challenges in their target city, and to identify innovative and context-specific solutions. Suggested forms of targeted TA under GUG include: evidence synthesis, process mapping, analysis and production of thematic studies (conflict, climate gender etc.), skills and capacity building of urban institutions, embedding key specialists/advisors within relevant municipalities, trainings, workshops and dialogue facilitation to sustainably resolve urban governance challenges and support the establishment of effective reform processes. The Supplier should ensure a clear process for sequencing city selection, with clear decision points to review performance and whether to scale-up activities in well performing cities, or close activities in those performing poorly.
- 4.3. The Supplier will have to satisfy FCDO that any TA proposal is based on proven expertise and offers comparative advantage, delivers Value for Money (VfM) and would not constitute a Conflict of Interest. All Daily Rates must be equal or below Maximum Daily Rates agreed under the Framework. However, FCDO reserves the right to refuse the appointment of a Technical Expert where VfM is not adequately evidenced.
- 4.4. **Grant funds** under GUG Component 3, aims to provide targeted investment to support

demand-driven and ‘bankable’ infrastructure and ecosystem projects that emerge from Components 1 and 2. The Supplier is expected to identify and prepare projects for investment in each target city, including identifying potential sources of other funding or financing and managing the implementation. Projects supported under GUG will have a strong focus on climate resilience, conflict sensitivity and inclusion.

- 4.5. The Supplier is expected to set out a clear and transparent mechanism for identifying, clarifying, costing and seeking approval for the demand-driven projects in dialogue with FCDO, and with demonstrated buy-in from institutional stakeholders. The Supplier should ensure a clear process for sourcing a pool of technical expertise required to prepare specific projects for investment and manage implementation, with clear decision points to review performance and recommend whether to scale-up projects in well performing cities, or close off poor performing projects. The Supplier must ensure proper accounting of disbursed grant funds for the intended purposes, monitoring of expected results and contribution to GUG Outcomes.
- 4.6. The Supplier must ensure that GUG responds to institutional demand, working with FCDO staff based in Nairobi, British Embassy Mogadishu and British Office Hargeisa as the interlocutors, and that activities are designed in alignment with FCDO priorities.
- 4.7. A detailed methodological approach proposed by the Supplier must be appropriate to the context and scope of works, be clear, consider health and safety requirements and presented in a way that is accessible to FCDO. The final version of the methodology will be agreed during the Inception Phase.
- 4.8. Tables 2-4 summarise the expected Outputs and proposed forms of TA activities GUG’s funds will deliver, broken down by Component.

Table 2: Component 1 Outcome

1. Improved urban planning, land use control and data driven decision-making systems and processes.	
Expected Outputs	Proposed Activities
<p>1a) Number of climate resilient, conflict, gender sensitive and inclusive city-wide Spatial Development Frameworks (SDFs) and/or urban expansion plans developed.</p> <p>1b) Number of high-quality climate risk assessments developed.</p> <p>1c) Number of public and private sector partnership principles or framework models for service delivery developed and agreed by urban institutions and key stakeholders.</p> <p>1d) Systems and processes for data collection, format and storage (particularly in land use control and climate information) developed and agreed by urban institutions and key stakeholders.</p>	<p><u>Technical Assistance to:</u></p> <ul style="list-style-type: none"> - Strengthen urban planning capacity of formal and informal urban institutions/ key stakeholders and create incentives to plan for and manage future urban growth. - Undertake gender inclusive and conflict sensitive participatory approaches to stakeholder engagement. - Undertake climate risk assessments to inform urban plans and promote the application of nature-based solutions. - Develop relevant documentation (e.g., policy frameworks, performance-management frameworks, revenue management toolkits, disaster risk strategies etc) to strengthen collaboration and governance between public and private sector actors. - Collect, consolidate and update data (including from humanitarian and development actors), to make accessible for key decision makers.

Table 3: Component 2 Outcome

2. Pipeline of green urban infrastructure and ecosystem projects developed, with public and private sector actors better skilled to attract finance and foster partnerships.	
Expected Outputs	Proposed Activities
<p>2a) New pipeline of 'bankable'⁸ green urban infrastructure and ecosystem projects developed.</p> <p>2b) Number of credible proposals developed by public, private actors to attract finance and foster partnerships.</p> <p>2c) Increased sources of finance (including climate finance) mobilised for green urban projects.</p>	<p><u>Technical Assistance to:</u></p> <ul style="list-style-type: none"> - Undertake deep-dive studies on project feasibility, including value-for-money analysis, social, environmental and climate risk assessments, procurement, project financing proposals and any risk-sharing protocol arrangements. - Develop project financing models and identify partners. - Strengthen the capacity of public and private actors to improve project governance, finance and revenue systems that promote inclusion. - Strengthen the capacity for public and private actors to develop credible proposals and attract climate finance for projects that align with Nationally Determined Contributions (NDCs) and National Adaptation Plan (NAP) priorities.

Table 4: Component 3 Outcome:

3. Increased sources of finance (including climate finance) for implementation and maintenance of urban infrastructure and ecosystem projects.	
Expected Outputs	Proposed Activities
<p>3a) Number of transactions executed for green urban infrastructure or ecosystems services through mobilising funding from donors, Development Finance Institutions (DFIs), or domestic private sector.</p>	<p><u>Leveraging grant funding to:</u></p> <ul style="list-style-type: none"> - Secure partnerships and/or opportunities for UK grant funds to de-risk or incentivise additional sources of public or private finance for strategic / demonstration projects. - Design financial transactions, undertake due diligence and other relevant documentation required to secure funding. - Prepare tender documentation, launch procurement, contract and manage implementation of infrastructure or ecosystem projects.

Key Requirements

- 4.9. During the Inception Phase, the Supplier shall be required to submit a final Inception Report which should contain, as a minimum:
- details on approaches to different geographies and sectors, including the programme governance structure, local team design and expected shifts in approaches;
 - a detailed implementation phase methodology and approach for each component, annual Costed Workplan, annual resource allocation, key outputs and decision

⁸ Investment ready programmes that align with Country Development and International Climate Finance Strategies.

points;

- innovative approaches to urban development including a governance perspective, fostering partnerships, mobilising finance and working with other donors;
- details on how GUG will maximise synergies with other UK and development partner programmes (see [3.6](#));
- a strategy that fully integrates climate change and environmental related risk factors (see [Section 7](#)).
- a strategy that fully integrates political economy and conflict analysis, and a conflict sensitivity plan (see [Section 8](#)).
- a strategy that fully integrates gender equality and inclusion (see [9.3](#)).
- an outline MEL strategy covering all three components (see [Section 9](#)).
- a Theory of Change (ToC), including assumptions that reflects its proposal.
- a draft Logical Framework (“logframe”) as per FCDO template (Annex 3).
- details on GUG’s approach to flexible and adaptive programming, including options to scale-up or down as required; and
- An Exit Plan and strategy (developed in line with GDD Framework Agreement Terms and Conditions).

Supplier Skills and Experience/Capability

Team Structure

- 4.10. Staff working for GUG will be categorised as either a full-time* core team “Core Team” or “Technical Experts Pool.” The governance structure for this Call Down Contract as a minimum must include the roles set out below, however the Supplier may arrange the composition and structure in a way that works best for the delivery of GUG. Notwithstanding any provisions of GDD Framework Agreement, the Supplier is responsible for retention of Key Personnel in the Core Team for a period of two years after the award of the Call Down Contract. The proposed delivery model and the Core Team structure must reflect the requirements of the programme, including best practice for operating across Somalia including Somaliland. The structure must also maximise programme results and Value for Money (VfM).

Core Team

- 4.11. Core Team are responsible for the overall management of GUG, strategic setting technical leadership and oversight of the delivery of Components 1 – 3, ensuring adherence to FCDO’s compliance requirements, programme management, financial management, VfM, ICF targets, communications, and monitoring, evaluation and learning (MEL). Proposed Core Team roles should comprise of:
- **Programme Leadership.** This includes roles responsible for leading the whole programme. Responsibilities will include setting strategic direction to the programme team and interacting with FCDO programme team and any other identified stakeholders.
 - **Technical Leads.** This includes roles responsible for overall thought leadership in specific thematic areas and leading/ conceptualising the technical design and implementation of activities and outputs. It includes the lead roles covering key thematic areas such as urban, conflict-sensitivity, inclusion, climate-resilience and infrastructure/ private sector.
 - **Programme Management.** This includes middle-management roles responsible for the execution/delivery of programmes and managing their related teams. The

roles ensure effective co-ordination of the programme's interventions and management of their inter-dependencies, including risk, financial and contract management control. It covers roles such as city coordinators, finance managers, office managers, results managers, communications managers, and so on.

- **Programme Administration and Support.** This includes roles relating to the programme support and administration in a variety of office settings, and support programme management. These roles cover office support staff such as programme assistants, security managers, finance assistants, cash officers, logistics assistants, operations associate, contracts and compliance, and so on.

The **Programme Director** must meet the following requirements:

- The Programme Director will be the most senior person responsible for the delivery of the Contract. The Programme Director must provide overarching leadership for GUG, ensuring activities under all components contribute to a coherent, focused, and effective strategy. They must lead high-level discussions between FCDO and the Supplier relating to the Supplier Contract and other commercially sensitive issues.
- They must provide strong, results driven management of GUG working in lockstep with FCDO to ensure interventions meet clear demands of institutional stakeholders and other benefactors.
- The Programme Director must demonstrate internationally competitive senior expertise in the leadership, strategy development and delivery of complex urban development programmes (both supply and demand sides), and outstanding demonstration of expert communication skills, critical thinking, problem solving and results delivery.
- The Programme Director must have relevant expertise and experience in: (1) leadership and management of large and complex urban development programmes; (2) inclusive and effective management of large teams of senior staff from diverse backgrounds; (3) maintaining a high level strategic and managerial oversight of complex programmes, ensuring that the correct people, resources and processes are in place to drive efficient, effective delivery; (4) making difficult management decisions to maximise the Impact of Official Development Assistance (ODA), including moving or replacing staff and closing down underperforming activity and grants; (5) understanding and interpreting the donor government latest political and policy requirements and working proactively with FCDO staff to ensure ODA programmes make a substantial and visible contribution to these 6) thinking and working politically, coaching teams to identify how political, group and individual incentives act to drive or block change, and forming effective, professional partnerships with key stakeholders with power and capacity to progress issues.

* It's not a mandatory requirement for the role of Programme Director (PD to be full-time, providing they can deliver above requirements.

The **Team Leader/s** must meet the following requirements:

- The Team Leader/s must be based in the established programme office location/s. Contextual knowledge and ability to build strong government relationships is essential, and practical experience of working in Somalia including Somaliland is desirable. The Supplier may propose two Team Leaders – one responsible for working with the Federal Government of Somalia and one responsible for working with the Government of Somaliland.
- The Team Leader/s is responsible for day-to-day results-driven management of the Core Team and Components 1 – 3, ensuring strong coordination between technical

leads and programme management, administration and support staff, and that all programme staff meet performance expectations. Working alongside the Programme Director, they are required to take quick and resolute steps to resolve any underperformance issues.

- The Team Leader/s must have relevant expertise in: (1) leading the design of high quality urban programmes (preferably in fragile contexts), with an emphasis on conflict and/or climate vulnerability in similar contexts and resulting in tangible changes; (2) working directly with government institutions to extend or enhance the scope of UK or other development programmes in Somalia (including Somaliland) or other fragile states to deliver tangible outcomes (3) grant management expertise; (4) evidence of thinking and working politically with a range of stakeholders (including informal sector actors) and building strong institutional relationships; (5) influencing and communicating with senior political and public leaders; (6) inclusive and effective management of large teams of senior staff from diverse backgrounds; ensuring a nurturing and empowering work environment that enables all staff to perform at their full potential; (7) understanding and interpreting the FCDO and the wider UK Government's latest political and policy requirements and working proactively with FCDO staff to ensure ODA programmes make a substantial and visible contribution; (8) experience and/or knowledge of adopting a systems-based approaches would desirable.
- The Team Leader/s must have internationally competitive senior expertise in the leadership, management, strategy development and delivery of urban development programmes, complemented by outstanding demonstration of expert communication skills, critical thinking, working politically, and results delivery including of adaptive programming.

The **Senior Programme Manager** – must meet the following requirements:

- The Senior Programme Manager must be based in the established programme office location/s, with support staff located in the target cities as needed. This role will lead on all programme management, compliance and finance requirements.
- The Senior Programme Manager will be FCDO's primary contact point for all issues relating to programme management, financial management, risk management, asset management, delivery chain mapping, routine Contract management, financial and progress reporting, governance and compliance.
- The Senior Programme Manager must have relevant expertise in: (1) programme management of large and complex programmes in consortia; (2) delivering accurately at pace; (3) quickly, accurately and fully responding to client queries; (4) maintaining a broad yet working level knowledge of all aspects of a programme; (5) developing a deep understanding of FCDO requirements; (6) proactively foreseeing FCDO questions and providing key information to enable decisions including on programme adaptation; (7) concise and clear written and oral communication; (8) accurate and timely financial reporting and forecasting; (9) effective management of a diverse programme management team.
- The Senior Programme Manager must have outstanding attention to detail, professional communication and donor management skills, critical thinking and a results mindset and capability at an internationally competitive level.

The **Urban Lead/s** – must meet the following requirements.

- The Urban Lead/s must be based in the established programme office location/s, with regular travel to the target cities. The Urban Lead will provide technical leadership focused on all aspects of urban development, working with government and key stakeholders. The Supplier may propose two Urban Leads – one responsible for working with the Federal Government, Member States and municipalities in the southern states of Somalia, and one responsible for working

with the Government of Somaliland line ministries and municipalities.

- Strong context-specific experience of urban development challenges in the target cities or similar fragile contexts, with experience of inclusive participatory approaches to urban planning and delivering high quality urban plans that consider conflict and/or climate vulnerability.
- Experienced in urban governance reforms, political incentives and capacity strengthening in complex settings, working with a range of formal and informal stakeholders, including private sector.

The **Conflict-Sensitivity and Inclusion Lead/s** must meet the following requirements.

- The Conflict-Sensitivity and Inclusion Lead/s must be based in the established programme office location/s, with regular travel to the target cities. This role will lead on political economy analysis, conflict sensitivity and gender analysis, consideration to vested interests and incentives, clan dynamics and minority groupings. The Supplier may propose two Conflict-Sensitivity and Inclusion Lead/s, to develop distinct approaches and delivery channels tailored to the contexts of target cities in the southern States of Somalia and in Somaliland.
- Context specific understanding and experience of Somalia including Somaliland governance structures and conflict sensitivity and complexities, to ensure inclusive approaches to stakeholder engagement and project selection; and that the risks of doing harm and elite capture of aid programme 'benefits' are properly identified and mitigated against from the onset and monitored throughout implementation.
- Evidence of demonstrated success in ensuring conflict sensitivity, with a strong focus on inclusion of minority groups and gender is relevant to the context and mainstreamed throughout implementation.

The **Climate-Resilience Lead** must meet the following requirements.

- The Climate-Resilience Lead must be based in the established programme office location/s, with regular travel to the target cities. This role will oversee all climate resilience and vulnerability requirements across Components 1-3.
- Experienced in undertaking climate and environmental risk assessments, standards and policies, including the use of nature-based solutions to inform current and future planning of investment.
- Evidence of demonstrated success in ensuring climate resilience is mainstreamed throughout programme implementation, to meet ICF commitments.

The **Infrastructure/ Private Sector Lead** must meet the following requirements.

- The Infrastructure/ Private Sector Lead must be based in the established programme office location/s, with regular travel to the target cities. This role will lead the preparation of climate resilient infrastructure or ecosystem projects, with a strong track record of working on similar initiatives that have led to tangible 'investment ready' project pipelines.
- Experienced in public financing policies at national and municipal level, with an understanding of infrastructure financing models (including the use of climate finance) and private sector investment, with knowledge of public-private partnership models.
- Evidence of demonstrated success in investment attraction and/or mobilising sources of project funding, working with a range of public and private sector entities is desirable.

The **Programme Management, Administration and Support** roles must meet the following requirements.

- **City Coordinators** must be based in GUG target cities and be on full-time bases. City Coordinators must have excellent communication skills and strong, in-depth contextual knowledge of the city, with the ability to build positive relationships whilst understanding and interpreting the incentives of key stakeholders on the ground. This role will be responsible for providing strong oversight over the implementation of GUG programme activities, as well as ensuring strong coordination with other programmes.
- **Programme Management, Administration and Support roles** must be based in the established programme office location/s, with the ability to travel. Select office support staff roles may need to be based in GUG target cities, to ensure effective implementation of activities. These roles will also ensure the due diligence of downstream partners, preparation and running of the calls for proposals and the tenders, as well as the grant and contract management of infrastructure projects.
 * It's not a mandatory requirement for all Programme Management, Administration and Support roles to be full-time, however sufficient Level of Effort (LoF) to deliver high quality services must be provided to ensure that the requirements of Contract are met (including but not limited to activities listed in Tables 5 & 6).

Technical Expert Pool

- 4.12. The requirements of the 'Technical Expert Pool' (a pool of personnel with skills GUG may require to effectively implement activities at different stages of implementation) covers the ability to identify and deploy relevant and competent flexible expertise. Examples of areas where call-down technical expertise can be provided include:
- innovative urban service delivery models that respond to the needs of urban poor/marginalised groups in the target cities;
 - specialist engineering expertise in project preparation (feasibility, outline design and detailed design studies);
 - working with private sector to deliver service delivery solutions in specific sectors;
 - attracting and structuring finance (including climate finance) for infrastructure and/or ecosystem projects;
 - municipal financing and in working with local institutions to structure and aggregate shortlisted urban projects (to make them commercially viable and sustainable);
 - economic and financial project modelling and due diligence; and
 - provision of technical expertise in the identification, evaluation and selection of grant proposals and innovations.

5. PROGRAMME MANAGEMENT AND DELIVERY

- 5.1. The Contract consists of 3 phases: **Inception, Implementation and Exit** (Closure and Learning).

Inception Phase: 6 months

- 5.2. During the **Inception Phase** the Supplier is required to:
- Establish at least one office in either Nairobi, Mogadishu or Hargeisa and have local presence in key areas. The Supplier may also hire additional desk space in other strategic locations across Somalia and Somaliland, ensuring that the proposed approach maximises VfM.
 - Finalise agreements with Consortium partners and/ or contractual arrangements with Sub-Contractors.

- Mobilise its Core Team at their intended location(s).
- Mobilise a team to deliver the Inception Phase - Activities and Outputs shown in Table 5.

Table 5: Inception phase Activities and Outputs

Activities	Provisional Outputs
<ul style="list-style-type: none"> - Develop and agree programme management guidelines and systems, including financial systems and monitoring and evaluation tools. - Field visits (subject to security restrictions), to refine the scope. - Stakeholder mapping (including existing UK implementing partners, government, donors, private sector, DFIs, project beneficiaries). - Undertake desk review and synthesis of city-specific urbanisation evidence, available political economy analysis, climate assessments and security and access analysis. - Develop and propose a mechanism and process for validating the delivery of outputs and outcomes during the Implementation Phase and linking them to the achievement of Milestones and KPIs. 	<p><u>Inception Report to include as a minimum:</u></p> <ul style="list-style-type: none"> - Established ways of working between FCDO and the Supplier, including reporting lines and approval processes for key decisions. - Established and agreed programme governance, policy guidelines, systems and external coordination structures in target cities. - Agreed reporting templates for progress updates, urban plans, reports risk management, delivery chain mapping, VFM, asset management. - Clear mainstreaming strategies on Gender and Inclusion and Climate and Environment, including how GUG will meet ICF and CDEL commitments throughout implementation. - Comprehensive stakeholder engagement plan. - Updated context-specific desk review and evidence synthesis. - Gap analysis summary of institutional capacity strengthening needs. - Detailed implementation methodology and Costed Workplan per component, with defined activities and key Outputs. - Proposed budget for the implementation phase aligned to the Costed Workplan per component classified into CDEL, RDEL and ICF. - Updated Theory of Change and Logical Framework - MEL strategy for evidence products – production, dissemination and uptake strategy to be developed in collaboration with the independent MEL provider. - Draft and final Inception Report

- 5.3. At the end of the Inception Phase there will be an Inception Review Point (see section [10.5](#)). FCDO will conduct a review of the final Inception Phase Report, including progress against the logframe the implementation strategy, city selection and sequencing, the work plans and future work plan priorities. Progress to the Implementation Phase will be subject to FCDO's approval of the Inception Phase Report. If FCDO deems that the progress is insufficient, or that the Supplier's performance at Inception Phase has not been satisfactory, FCDO may exercise its rights to terminate the Call Down Contract (see section [10.9](#)).

Implementation Phase

- 5.4. The Supplier will deliver the programme against agreed Costed Workplan approved at the end of the Inception Phase. Proposed Activities and Outputs are shown in Table 6.

Table 6: Implementation phase proposed Activities and Outputs

Activities	Provisional Outputs
<ul style="list-style-type: none"> - Comprehensive political economy analysis in target cities. - Design and implement conflict sensitivity strategy. - Comprehensive stakeholder engagement and participatory urban planning approaches. - Regular field visits (subject to security restrictions), to target cities. - Develop and deliver capacity strengthening initiatives (systems, processes, manuals, toolkits and guidance documents etc) working with public and private sector. - Undertake project preparation thematic studies as required. - Develop evidence-based reports and policy notes as required. 	<ul style="list-style-type: none"> - Political economy and security and access analysis reports, with an articulated approach to mainstreaming this into the programme. - Regular progress reports and updated Costed Workplan. - Draft and final Spatial Development Framework's and urban expansion plans for target cities. - Capacity strengthening documentation developed for public and private sector actors. - Project and evidence-based reports as required, e.g. thematic studies, feasibility studies, project proposals, value-for-money analysis, social, environmental and climate risk assessments. - Policy and discussion papers to be disseminated to national and local governments and key stakeholders. These should reflect on urban and infrastructure trends and priorities. - Contribute as needed to FCDO's review processes, including contributions to performance Annual Reviews. - MEL reports and evidence products developed in collaboration with the independent MEL provider for wider dissemination. - Updated risk register, Value for Money and asset management reports. - Data repository. - Timely provision of budget forecasts: indicative annual forecasts with the first expected prior to contract signing; rolling quarterly financial forecasts with accurate information for the forthcoming quarter; invoices; continuous maintenance/tracking of financial records.

Exit Phase (Closure and Learning):

- 5.5. The Supplier should aim for delivery of full and final results at least 3 months prior to the Contract End Date. No new implementation activities should take place in the Exit Phase. The Supplier will undertake the necessary steps to responsibly exit the programme and work with national and local governments to ensure smooth handover of and sustainability of Activities into the future; disposal of assets, finalising financial accounts and drawing down to essential Staff.
- 5.6. The Supplier must share all key technical programme documents and submit high-quality programme management final reports, overall programme results, breakdown of costs and delivery, and lessons learned as exemplified in Table 7.
- 5.7. If FCDO has contracted a successor programme to GUG the Supplier (primary and Sub- Contractors) will cooperate fully with the new programme to handover the relationships, knowledge and workstreams developed by GUG.
- 5.8. However, the Suppliers should be prepared to retain flexibility for scale up and expansion after this point, if required. This will be reviewed between FCDO and the Supplier during the programme cycle to allow for timely planning and implementation of Exit Phase or extension.

Table 7: *Closure and learning proposed Activities and Outputs*

Activities	Provisional Outputs
<p><u>Technical documentation:</u></p> <ul style="list-style-type: none"> - Policy and discussion papers and evidence products for dissemination. Project documentation and research reports. MEL report developed in collaboration with the independent MEL provider – including lessons learned. Input into Project Closure Report (PCR). 	<p><u>Programme management:</u></p> <ul style="list-style-type: none"> - Final Quarterly report - Final Completion report - Final ToC and completed logframe - Final Delivery Chain Map - Final Financial reports - Final VfM Report - Final ICF report - Final Risk Register - Final Asset Register

6. GOVERNANCE AND PORTFOLIO MANAGEMENT

- 6.1. Management of the GUG by FCDO will be delivered through a Programme Management Team (PMT) comprised of FCDO officials (Senior Responsible Owner (SRO), Programme Responsible Owner (PRO), Programme Manager and the Climate and Environment Adviser) based in British High Commission (BHC) in Nairobi. The PMT will be responsible for managing all Components of GUG. The main FCDO contact for the project will be the SRO.
- 6.2. During the Inception Phase, the Supplier will be responsible for establishing a Programme Steering Committee (PSC) (membership to be finalised during the Inception Phase). The PSC will set out the strategic direction for the programme, provide high-level oversight and guidance on risk management. This team/committee will meet quarterly (or ad hoc) as required to help shape strategic priorities, review programme implementation progress, and facilitate coordination with other programmes and initiatives. The PSC will be chaired by the FCDO Senior Responsible Owner (SRO) or the Programme Responsible Officer (PRO), if the SRO is unavailable. The Supplier will act as Secretariat, with clear Terms of Reference and strategic direction for the programme, which will be set and managed by the FCDO's SRO.

Reporting

- 6.3. The Supplier will engage with FCDO to ensure reporting is concise, efficient and meets requirements with minimal unnecessary information and effort.
- 6.4. It is expected that the Supplier will meet with the "FCDO Programme Team" on a weekly/ fortnightly basis in the Inception Phase and fortnightly/ monthly during the Implementation Phase. Meetings will review progress towards delivery of Activities, Outputs, the budget forecast and actual expenditure, results achieved, risk management and mitigation. Separate meetings will also be held at least every six months to assess the overall progress of the programme and capture key lessons and learnings to inform delivery.
- 6.5. The Supplier will be responsible for aggregating expenditure and forecasts from the downstream chain and providing transparent, disaggregated invoices accompanied by a clear and concise narrative to FCDO. The narrative should proactively highlight issues to FCDO to maximise the efficiency of the invoice sign-off process. Invoices should be submitted quarterly, two weeks after the period end or as agreed. The

Supplier must manage downstream chain to ensure that this deadline is met. The Supplier will provide quarterly, and yearly expenditure forecasts based on resource accounting standards. Forecasting accuracy is a primary metric used by FCDO to assess a programme's performance. The Supplier will be expected to provide an annual forecast broken down per quarter, which aligns with FCDO's financial year (FY) with an accuracy of +/- 5% in Q1-2, and +/-3% in Q3-Q4. The Supplier must notify FCDO immediately if expenditure is expected to exceed this range.

- 6.6. Annual forecasts must be prepared to reflect FCDO financial reporting expectations such as Overseas Development Assistant (ODA) targets and other formats as they arise.
- 6.7. Open book management will be required to ensure full transparency of Supplier finances, including any compliance with the Profit Margins and Non-Project Attributable Costs (NPAC) associated with the programme.
- 6.8. **Note:** Full tax compliance must be assured. The Supplier may be liable to pay tax in respective countries of operation. Exemptions for tax and customs for importation of purchased equipment / assets should be sought from relevant Government authorities.

7. CLIMATE AND ENVIRONMENT

- 7.1. The Supplier will demonstrate how they will integrate a strong focus on climate and environment throughout the programme activities. Any activities or policy advice should be considered and aligned with the UK's position on climate change, existing international climate change agreements and with Somalia's NDC estimates. As per the Business Case, approximately 92% of the programme budget is forecast as ICF. The Supplier will consider the implications of this and its relevance to outcome indicators that will be finalised in the logframe. However, final decisions on the profiling and component allocation of the ICF budget element will be made during the Inception Phase and as detailed Costed Workplan are developed.
- 7.2. **Environmental Protection.** The Supplier will be responsible for undertaking Environmental Impact Assessments (EIA) as required, ensuring that there is an action plan to avoid, minimise and mitigate environmental risks throughout implementation. Consideration will need to be given on the location of critical habitats, and whether the programme may want to avoid areas with the largest and most critical areas for biodiversity or those protected by domestic legislation. The Supplier will also be responsible for project-level appraisal procedures to be built in which apply best possible safeguards, during intervention design and development and monitored during programme implementation.

ICF Reporting and Indicators

- 7.3. The Supplier is required to:
 - incorporate ICF KPIs into MEL plans and report results on an annual basis as per the guidance to FCDO ICF KPI Indicators and Monitoring (Annex 4). The following ICF indicators have been selected for this programme:
 - **ICF-KPI 1:** Number of people supported to better adapt to the effects of climate change;
 - **ICF-KPI 4:** Number of people whose resilience has been improved; and
 - **ICF-KPI 12:** Volume of private finance mobilised for climate change purposes;
 - consider and identify possible additional ICF indicators during the Inception Phase;
 - provide accurate reporting against the Climate and Environment Strategy to meet

GUG ICF targets.

8. CONFLICT ANALYSIS AND CONFLICT SENSITIVITY

- 8.1. The Programme will be implemented in a fragile and insecure context in which political instability, violent competition for power and resources and the absence of the rule of law should be anticipated. Equitable access to basic resources remains a significant issue in Somalia. Resources, opportunities and assets are distributed along clan lines, with the major clans assuming leadership roles and assets. Consequently, minority clans have often been discriminated against and have less access to opportunities, leadership roles and resources. This has created unequal power relations that fuel discrimination and exclusion of minorities, resulting in frequent flare-ups in the struggle for power, manifesting as violent conflict. This becomes more pronounced during periods of resource scarcity. Likewise, women face systemic discrimination in Somalia with limited access to resources and voice in decision-making and limited representation in key fora.
- 8.2. For this reason, the Supplier's methodology must include a clearly articulated approach to conflict sensitivity (based on sound conflict analysis) and actively seek opportunities to promote peace, stability, social cohesion and inclusion as part of the programme in order to address the complex dynamics of exclusion of minorities including women in urban planning, land ownership and land use control, and resource management. The Supplier should embed responsibility for conflict and political economy analysis within its senior leadership team and clearly set out the Programme's approach to thinking and working politically in Somalia.

9. MONITORING, EVALUATION AND LEARNING (MEL)

- 9.1. Effective MEL is a key element of FCDO programmes. During GUG's Inception Phase, the Supplier will be required to work in collaboration with the independent MEL provider to support the design and implementation of a robust and comprehensive MEL system, which as a minimum must include:
 - **logical framework indicator reporting.** The logframe will be assessed on the quality of the indicator definitions, the justification provided for the milestone, outcome and impact indicator targets and the level of ambition shown across the indicators and targets. The proposed by Supplier indicative results for year 1 will feed into the logframe;
 - **monitoring and reporting Value for Money indicators;**
 - using **beneficiary feedback** to improve programme delivery; and
 - **knowledge dissemination** and communication approach.
- 9.2. The Supplier will work with the independent MEL provider, which will be appointed by FCDO to ensure that the agreed programme logframe is integrated with the ToC and VfM framework, and feeds into FCDO Somalia Country Business planning and FCDO results framework reporting.
- 9.3. All relevant impact, outcome and output indicators should be disaggregated and tracked in terms of their gender and youth impact, including for women, disability and geographically where possible. Attention to gender and inclusion is critical to ensure compliance with the UK's International (Gender Equality) Act, FCDO strategic commitments and international good practice to meet minimum standards as well as seek to identify opportunities for empowerment and transformative impacts.
- 9.4. Learning will be a continuous and cross-cutting process throughout Implementation. The Supplier will set out how they intend to capture and deliver learning products and

processes as part of the Inception Phase and how any key lessons will inform programme delivery. This may include, for example, roundtables on specific policy priorities, sharing lessons from work packages (delivered by the TA) and tools that can be scaled up to enhance the quality of Technical Assistance provided to urban institutions in fragile contexts.

10. KEY CONTRACT INFORMATION

Timing and Budget

- 10.1. The Call Down Contract will start **6 January 2025** and will run until 31 July 2030. This is subject to Contract Review Points as detailed in sections [10.5](#) and [10.6](#).
- 10.2. The budget available for this Call Down Contract is **£25,000,000** (Twenty-Five Million GBP) with the provisional breakdown shown in Table 8. Budget forecasts for the outer years (25/26– 29/30) will be updated during the Inception Phase and on an annual basis.

Table 8: *Proposed budget breakdown over six years*

Component	Overall Budget [£m]	FY 24/25 [£m]	FY 25/26 - 29/30 [£m]
Component 1 (RDEL): Technical assistance for urban planning and land use control in six cities + Component 2 (RDEL): Technical assistance for preparing pipeline of bankable projects in six cities	15.0	1.0	14.0
Component 3 (CDEL) Leveraging grant funding for implementation of infrastructure and ecosystems projects	10.0	0.2	9.8
Total	25.0	1.2	23.8

- 10.3. Flexibility to reallocate resources within the overall GUG budget will need to be built into the design given the potential for future developments, high insecurity and aspects of uncertainty about the work involved. Suppliers should include provisions to implement funding from other donors, with a headroom allowance of up to an additional £25 million above this Call Down Contract value to be utilised during the original term of the Call Down Contract or potential extension of up to 2 years (see section [10.9](#)).

Contract Review Points

- 10.4. FCDO will monitor programme performance through quarterly results reporting, in addition to formal annual performance reviews.
- 10.5. To ensure the Supplier is held accountable and meets expectations through the lifetime of the programme, there will be 2 formal review points; as indicated below:
- Inception Review Point** at the end of the Inception Phase - progression to the Implementation Phase will be dependent on satisfactory performance against the effective delivery of Inception Phase Outputs. This also corresponds to the end of the current UK Government Spending Review Period and will require for the FCDO team to receive confirmation from UK Government Treasury to continue spending beyond this date.
 - Mid-Term Review Point** expected in July/August 2027 – corresponding with the

mid-way point of the programme and before grant funding is committed for implementation of projects, allowing both FCDO and the Supplier to take stock of progress and overall direction of the programme. Movement to the next stage will be dependent on FCDO's acceptance of satisfactory performance and progress against the Outputs specified in the agreed Costed Workplan.

The Supplier shall cooperate fully with any review.

- 10.6. Without prejudice to the generality of FCDO's rights pursuant to clause 43 of Section 2 (Framework Agreement Terms and Conditions), FCDO shall consider whether to exercise its right to terminate this Call Down Contract pursuant to clause 43 of Section 2 (and, if appropriate, clause 44 of Section 2), following each Review Point with termination to take effect from the date stated in the relevant Termination Notice.
- 10.7. If FCDO exercises its right to terminate the Call Down Contract with effect from the Inception or the Mid-Term Review Point in accordance with clause 43 (Termination Without Default of The Supplier, 46.1.3 of Section 2 will apply. However, by providing notice of the potential Review Points and break dates, FCDO expects any costs incurred pursuant to clause 46.1.3 of Section 2 to be minimised.

Scale Up/Down Options and Extension Provisions

- 10.8. FCDO reserves the right to scale up or down the Call Down Contract based on operational delivery, changes in budget due to cross-HMG Spending Review allocations, procurement regulations and decisions to include funding from other donors or any other internal or external to FCDO reasons.
- 10.9. The Supplier must maintain flexibility in approach, for example adjustments and changes to sectors and geographies, and be able to exit as required and with agreement from FCDO. For example:
- FCDO may scale up the value and scope of the Call Down Contract should it exceed its objectives or demonstrate the potential to yield better or additional results. FCDO may do so by increasing the number of regions in which GUG is operational (constituting a programme scope and value increase/change) or add funding for new components to support further urban and infrastructure programming.
 - If FCDO were to take the decision to extend the programme, the increase will be up to an additional 2-years based on recommendations from a review by Year 6 of the Call Down Contract, subject to a maximum contract length of 8 years.
 - Conversely, FCDO reserves the right to scale down the value and scope of the contract. This may occur for several reasons, including but not limited to:
 - shortage of funds;
 - not achieving the results anticipated or weak value for money;
 - change in the security and/or political circumstances and government stability; and
 - political economy reasons, including corruption or delays in key, necessary government engagement.
- 10.10. The Supplier will commit to being fully prepared if any decision is made to scale up or down the contract. If FCDO were to take the decision to scale up the contract during its entire term (including any extension), discussions at the time will inform the decisions on changes to scope of work and appropriate budgets. In case of scaling down the contract requirements and associated costs will reduce commensurately.

11. CONTRACT MANAGEMENT AND PAYMENT

- 11.1. The Call Down Contract will have a hybrid payment structure, with fully Milestone based payments for the Inception Phase (see section [11.2](#)) and mixture of Milestone payments and Time and Material model during the Implementation and Exit Phases. Proportion of the Implementation payments to the downstream partners will be in form of Grants, which will be dependent on the successful delivery of the Milestones or on Time and Material bases (see section [11.18](#)).

Inception Milestones

- 11.2. The delivery of programme activities during the Inception Phase will be assessed quarterly against Inception Phase Milestones (“Inception Milestones”) as set out in Annex 5. The % allocation of the Inception Phase budget broken down per Milestone is set out in Table 9 and Annex 5.

Table 9: Inception Phase Budget per Milestone as % of the total Inception Cost

Measurement of Outputs	% Inception Phase Budget Allocation
Milestone1: Programme Management Guidelines and Systems 1.1 – 1.5	30%
Milestone 2: Technical Diagnostic Studies 2.1 – 2.4	20%
Milestone 3: Monitoring, Evaluation and Learning 3.1 – 3.3	10%
Milestone 4: Final Reporting 4.1 – 4.2	40%

- 11.3. Payment against Milestone 4 will be made on the delivery of the final version of the Inception Report only, with 20% of this payment being at risk and dependent on meeting the acceptance criteria assessing:
- Quality (10% at risk) of the total Milestone value will be deducted should more than two revisions of the final report be required by FCDO in order to allow FCDO to accept the Milestone; and
 - Time: any delays due to the delivery of the Milestone will attract a further deduction of 10% of the total Milestone value.
- 11.4. The Inception Milestone Payments will be made quarterly on the successful delivery of the Milestones completed during the given payment period following their acceptance by FCDO and approval of valid invoices. Any deduction to the payment for Milestone 4 due to not meeting its acceptance criteria shall be reflected in the invoice.

Implementation Milestones

- 11.5. Milestones for the first year of the Implementation and Exit (“Implementation Milestones”) including the quantitative and/or qualitative acceptance criteria will be agreed between FCDO and the Supplier during the Inception Phase. The format of the Implementation Milestones should reflect that of the Inception Milestones and must be based on and measure progress towards the logframe Outputs and Outcomes. The cost of the Implementation Milestones will be approved as a part of annual Implementation Costed Workplan proposed by the Supplier during the Inception Phase. Progress and costs of the Implementation Milestones will be reviewed quarterly, any adjustments required that fall outside the Milestones will be subject to section [11.12](#). The length of the Milestone may vary depending on the requirements of the Call Down Contract, including but not limited to stage of the delivery or type of the project.

- 11.6. This process will be repeated annually, with Implementation Milestones being approved by FCDO as a part of Costed Workplan prior to beginning of each year of Implementation, or as requested by FCDO.
- 11.7. The progress against Implementation Milestones shall be reviewed quarterly. The expectation is that all Milestones are completed on time and to the required high-quality standards. Therefore, the assessment of each Milestone will have a Quality and Time of delivery criterion.
- 11.8. The Implementation Milestone Payments will be made quarterly on the successful delivery of the Milestones completed during any given invoicing period following their acceptance by FCDO and approval of valid invoices. There will be no direct payment at risk in relation to the delivery of the Implementation Milestone, however the timeliness and quality of their delivery will be monitored and measured through Key Performance Indicator mechanisms, which are linked to payments (see section [11.21](#)).
- 11.9. Should there be disagreement regarding the assessment of the Milestone delivery, a moderation meeting will be held between the Supplier and FCDO. If a consensus is not reached, FCDO's decision is final.
- 11.10. Unless otherwise agreed with FCDO there will be no pre- or partial payments for Milestones (please see section [11.12](#) and [Grants section](#) for more information).

Contract Management and Change Control

- 11.11. Severe delays to one or more Milestone or serious issues with the quality of delivery will result in the performance review, trigger performance management mechanisms set out in the GDD Framework Agreement and may result in the termination of the Call Down Contract in line with Termination with Default of the Supplier clause.
- 11.12. The Supplier must inform FCDO as soon as possible of any requests for change to the scope, timeline or cost of the Implementation Milestones. In such circumstance, the Supplier will provide FCDO a justification for the requested change and the new proposal for FCDO's consideration. FCDO may, as its sole discretion, agree to the change including the deadline and cost for completion of a Milestone – this approval will be provided in writing and will not be unreasonably withheld. In such a scenario, the payment will reflect the change(s) and will be made in the next invoicing period following the agreed completion of the Milestone and its acceptance by FCDO.

Expenses

- 11.13. All Expenses related to the individual Inception and Implementation Milestones must be included in the total cost of the Milestone and will be reimbursed quarterly based on agreed methodology.
- 11.14. During the Implementation Phase, the Expenses of the Core Team and those related to individuals providing the Technical Assistance or expertise and who are paid on Time and Material bases (and not Milestones) will be reimbursed monthly (or quarterly, if preferred by the Supplier) and based on actuals.

Time and Material Payments

Core Team and Contract Management Cost

- 11.15. The recurrent cost of administration and management of the Implementation and Exit Phases will be paid monthly (or quarterly, if preferred by the Supplier) on Time and Material bases. These costs include but are not limited to the Core Team Fees, the

country office rental and utilities, IT, security and grants management etc.

- 11.16. Any activities delivered by the Core Team that relate to the delivery of the Outputs and Outcomes, for example through the Implementation Milestones mechanisms should be included in the Core Team and Contract Management payments.

Provision of Technical Expertise and ad hoc requests

- 11.17. There may be situations where FCDO may agree to pay for some of the activities delivered by Technical Experts on the Time and Material basis. These payments will be paid monthly (or quarterly, if preferred by the Supplier).

Grants Payments

- 11.18. The Supplier will disburse grants to the downstream partners based on the achievement of the Deliverables agreed in the annual Costed Workplan. Most of these Deliverables should be captured as the Implementation Milestones and therefore be linked to the proposed Outputs. The Supplier must ensure appropriate measures are in place to ensure downstream partners achieve these Deliverables, this may include withholding future payments to downstream partners until previous Deliverables have been achieved and making receipt of future grants subject to achievement of these Deliverables. FCDO acknowledges that from time-to-time an advanced payment or payment for equipment or material required for the delivery of the Pilots may be required prior to the completion of the Implementation Milestone (see Implementation Milestone payment section). FCDO will consider requests for such payments, but the decision will be subject to the Supplier satisfying the FCDO that sufficient measures are in place to ensure the achievement of Deliverables.
- 11.19. For audit and transparency, the Supplier should consider opening a dedicated bank account for the grant element of the work.
- 11.20. Should external funding become available, FCDO may use the Crown Agents Bank (CAB) or any other mechanism(s) which will be communicated and agreed with the Supplier to manage donor funds. This may involve direct payment to the Supplier or downstream partners following approval of such a payment by FCDO. The costs of management of donors' funding through CAB or any other mechanism(s) will be met centrally by FCDO and will not be charged to the Supplier.

Key Performance Indicators (KPIs)

- 11.21. Key Performance Indicators (KPIs) will be the main mechanism of monitoring, measuring and managing the performance of the Call Down Contract. There will be 2 types of the KPIs:
- Contract Management (**CM-KPIs**), which will cover, the performance of the Core Team, quality and timeliness of delivery of the Implementation Milestones, agreed Deliverables and any ad hoc requests, reporting including financial reporting, appropriate and effective identification and management of risks; accurate and timely submission of forecasting and invoices; the appropriate level of expertise/skill level of personnel allocated to project; and the extent to which the Supplier is responsive and flexible to FCDO and stakeholder needs and continuous improvement and innovation (see Annex 6 -KPIs). FCDO may, at its sole discretion, further refine these KPIs during the Inception Phase in consultation with the Supplier; and
 - Delivery KPIs (**D-KPIs**), which will be initially linked to the Outputs and Intermediate Outcomes and as the Call Down Contract matures progressively to the Outcomes. These KPIs will be proposed by the Supplier but must be agreed by FCDO during the Inception Phase for the 1st year of the Implementation and then on annual basis

or as requested by FCDO.

- 11.22. Achievement of the CM-KPIs and D-KPIs will be measured according to the scoring methodology in Table 10 below.

Table 10: The Key Performance Indicators (KPIs) Scoring Scale

Indicator scores	Description
7	Outstanding Performance Consistently exceeds requirements
6	Exceeding Performance Meets and often exceeds requirements
5	Good Performance Meets and sometimes exceeds requirements
4	Satisfactory Meets requirements
3	Less than Satisfactory Sometimes performs below requirements
2	Underperformance Often below requirements
1	Serious Underperformance Consistently below requirements

- 11.23. On a quarterly basis, the Supplier will be required to provide evidence of achievement against each of the CM-KPIs and D-KPIs to FCDO. The scores and the evidence will be reviewed by FCDO; should there be differences in the evaluation of the Supplier's performance, a moderation meeting will be held between the Supplier and FCDO. If a consensus score is not reached, FCDO's decision is final.

- 11.24. The KPIs are equally weighted (see Annex 6), and individual scores will be collated to calculate the combined average scores which will be linked to the payment. Please refer to the Table 11 for details.

Table 11: Payment at risk – KPIs score

Average Score Ranges	Payment amount
4.0+	100%
3.0 – 3.9	75%
2.0 - 2.9	50%
1.0 - 1.9	25%

- 11.25. A full payment will be made on the Supplier achieving the average score of 4.0 for combined CM-KPIs and D-KPIs. An overall score of less than 4.0 will result in the % deduction from the next invoice of the % of **Core Team Fees** element of the quarterly cost (or total of 3 x monthly cost).
- 11.26. Approval by FCDO's SRO will trigger monthly and quarterly payments for the Supplier, with the latter ones commensurate with the average score achieved.

Transparency Key Performance Indicators (T-KPIs)

- 11.27. Three Transparency Key Performance Indicators (“T-KPIs”) agreed between the Parties will be published quarterly in line with the government’s transparency agenda. These should be the three most relevant to demonstrating whether the contract delivers its objectives. The Parties may agree to use the performance against the Milestones and/or selected KPIs for publications or decide to create alternative T-KPIs.
- 11.28. T-KPIs will be assessed in line with the agreed scoring methodology agreed during the Inception Phase defining the reporting criteria: ‘Good’, ‘Approaching Target’, ‘Requires Improvement’ and ‘Inadequate’. On a quarterly basis, the Supplier will be required to provide evidence of achievement against each of the T-KPIs to FCDO, if required the Supplier and FCDO will moderate the scores prior to their publication. If a consensus score is not reached, FCDO’s decision is final.
- 11.29. An additional Social Value KPI (SV-KPI) may be added to the Transparency Report during the term of the Call Down Contract to reflect FCDO commitment to the delivery of the Social Value through their Projects.
- 11.30. T-KPIs (and SV-KPI, if applicable) will not be directly linked to the payment to prevent double counting, i.e. even if the agreed T-KPIs are the same or based on contract management KPIs or Milestones, which are subject of the performance related deductions.

The Value for Money (VfM)

- 11.31. The Supplier is responsible for creation and delivery of the Value for Money (VfM) Strategy, which must include metrics covering economy, efficiency, effectiveness, equity and cost effectiveness, as defined in FCDO’s Approach to Value for Money (see Annex 7). The VfM Strategy will be refined and agreed with FCDO during Inception Phase and on an annual basis. VfM indicators (5Es) may include:
- **Economy:** how Supplier will realise savings through lower average delivery costs – Staff Day Rates, office and accommodation costs. At partner level, all grants and contracts will assess “overhead” management costs as part of the process of ensuring supported initiatives provide good VfM. Benchmarking common costs such as workshops, trainers and allowances. Partner procurement procedures will be tested as part of comprehensive due diligence assessments to ensure they are appropriate and being used correctly.
 - **Efficiency:** Indicators for measuring the efficiency of the programme may include percentage of scheduled Outputs delivered against timelines and qualitative measures of improved coordination and collaboration between partners. It may also monitor the quality and timeliness of reporting; and efficiency in forecasting and disbursing annual budgets.
 - **Effectiveness:** The measure of the programme’s effectiveness will be its ability to influence the intended Outcomes and Impact, given the level and number of Outputs being delivered. Indicators for measuring effectiveness might include number of stakeholders engaged in urban planning processes, number of urban plans converted into credible investment pipelines of bankable projects, number of policy or decision-making tools implemented by local government, amount of finance that is leveraged or mobilised as a direct result of GUG interventions.
 - **Equity:** Indicators that measure equity will ensure that GUG benefits are distributed equitably and that the impacts on vulnerable groups and hard-to-reach populations are appropriately considered. Data will be disaggregated, to directly address gender equality and social inclusion. by gender. Indicators for measuring equity might include: gender balanced teams at all levels within delivery partners, number of women participating in urban planning workshops and decision making, inclusion

of gender-sensitive policies in urban planning and land use control decisions implemented by local government.

- **Cost effectiveness:** clearly demonstrate the overall Impact of GUG and identify indicators that will be utilised to demonstrate the GUG's ultimate Impact. The Supplier will monitor these indicators throughout the programme and will report regularly on VfM, including progress on key indicators, in the Quarterly and Annual Reports. An annual cost-benefit analysis will be required and accompany GUG's annual reporting and review reporting.

11.32. The Supplier must develop a culture of VfM among its staff implementing GUG and develop processes that maximise VfM in the day-to-day implementation of the programme. Such processes may include:

- a policy on booking flights and hotels no later than one month ahead of the travel date, unless there is a strong reason not to;
- office and accommodation sharing arrangements;
- establishing a guest house(s) rather than using hotels; and
- determining an optimal balance between owned and leased assets.

12. COMPLIANCE REQUIREMENTS

- 12.1. **Risk Management.** The Supplier will also be required to develop a risk management strategy during the Inception Phase which should include a robust approach to appraising and managing risks. The Supplier is required to develop and maintain a risk register ("Risk Register") aligned with FCDO's risk register, (see Risk Assessment Template at Annex 8) building on the risk matrix in Business Case. The Supplier is required to update the Risk Register on a quarterly basis in consultation with FCDO and flag any realised risks throughout the course of the programme implementation. The Risk Register must cover but not be limited to the following categories: strategy and context, policy and programme delivery, public service delivery and operations, people, safeguarding, financial & fiduciary and reputational risks.
- 12.2. **Delivery chain mapping.** The Supplier must develop and maintain a delivery chain map to provide visibility of the flow of FCDO monies. As a minimum, this will identify all partners (funding and non-funding e.g. legal/contributions in kind) involved in the delivery (ideally down to the end beneficiary) their functions, funding flows (e.g. amount, type) to each delivery partner, high level risks, mitigating measures and management controls. In advance of any release of funds, the Supplier will be required to update a delivery chain risk map. Further details and a suggested format can be found by accessing FCDO's Delivery Chain Mapping requirements (Annex 9).
- 12.3. **Asset management.** The Supplier will be required to develop and maintain an asset management plan (including disposal) and Asset Register in agreement with FCDO, during the Inception Phase. The Supplier must ensure that assets and services paid for by GUG are not used for staff's personal use. This includes, but is not limited to, mobile phone credit, internet, vehicles, and IT equipment. The standard Asset Register template can be found in Annex 10.
- 12.4. **Audit.** The Supplier will submit annual audited financial statements of programme expenditure and Expenses in comparison to budgets and programme activities. Notwithstanding any provisions of GDD Framework Agreement, FCDO reserves a right to commission an external audit as part of evaluation during the Mid-Term Review Point and carry out an end of programme audit.
- 12.5. **Communications.** The Supplier will be required to work in partnership with the FCDO

Programme Team and Communications Team to develop and update a communications plan on a quarterly basis. All public communications that will acknowledge FCDO funding must receive FCDO consent before they can be published and follow the UK Aid branding guidelines see [UK Aid Branding section](#).

- 12.6. **Disability.** For FCDO disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. Therefore, the Supplier's approach must ensure disability inclusion and that people with disabilities will be consulted and engaged throughout the programme design phase and across the programme life cycle. The Supplier must monitor and evaluate the programme's impact on gender and disability inclusion including through the collection and monitoring of disaggregated data and through specific logframe targets.
- 12.7. **Enhanced Due Diligence.** The Supplier will be responsible for undertaking enhanced due diligence of all downstream suppliers. This will include verification of the strength of their internal financial and fiduciary risk mitigation systems and procedures, track record of operational effectiveness, safeguarding measures, ownership structures, links to Politically Exposed People, links to terrorist or criminal organisations or illicit financing. Further details of FCDO's Enhanced Due Diligence requirements can be found in Annex 11. The Supplier must develop and maintain a beneficiary due diligence database on an ongoing basis. More comprehensive due diligence will be required for beneficiaries that receive more intensive support from GUG.
- 12.8. **Safeguarding.** FCDO's approach across all its programming is to 'do no harm' by ensuring that its interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. Therefore, the Supplier must ensure that there are robust protection measures in place from violence, exploitation, and abuse through involvement, directly or indirectly. The Supplier must ensure that the interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments, consider environmental and social safeguards through their own processes with a view to meet FCDO's high standards in safeguarding and protection. The Supplier's capacity to do this and their effective performance will be a key risk assessment factor in programme design, delivery and monitoring and evaluation; see link: FCDO Due Diligence: Safeguarding (Annex 12)
- 12.9. **Social Value considerations.** Social Value Act requires contracting authorities to evaluate how the service being procured will improve the economic, social and/or environmental well-being of the area. This is a mandatory element of all Call Down Contracts under GDD Framework. To this end, GUG will require the use of local consultants and emphasise local capacity building as an important element of technical assistance to be provided.
- 12.10. **Transparency.** FCDO requires Supplier receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate Sub - Contractors, sub-agencies and partners. It is a contractual requirement for Supplier to comply with this, and to ensure that they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to FCDO. Further information is available from: <http://www.aidtransparency.net/>. In accordance with clause 28.5 and 28.6 of Section 2 of GDD Framework Agreement, the Supplier shall publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, and timely comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and

humanitarian aid.

- 12.11. **Fraud.** The Supplier (including but not limited to any Sub - Contractors) is required to set out their fraud and safeguarding mitigation strategies including internal risk management and reporting systems. FCDO takes a zero-tolerance approach to fraud. The Supplier and Sub - Contractors are required to immediately report all suspicions of fraud to FCDO without delay. The requirement will also be written into - agreements with Tier 2 partners. Reporting should be at the point of suspicion of fraud, not the conclusion of the fraud case. The Supplier must ensure that the Personnel and downstream chain are made aware of [FCDO's counter fraud and whistleblowing hotline](#). The Supplier should also set up a local whistleblowing mechanism and ensure this is widely communicated.
- 12.12. **Conflict of Interest.** The Supplier must maintain a Conflict of Interest Register for all staff employed on the programme and ensure comprehensive systems are in place to avoid conflicts of interest between staff and organisations supported by GUG. The Supplier will also be required to consider how to handle Politically Exposed Persons as part of the Conflict of Interest Register. The Supplier should regularly update the Conflict of Interest Register and share with FCDO during quarterly meetings.
- 12.13. **General Data Protection Regulation (GDPR).** Please refer to the details of the GDPR relationship status and personal data (where applicable) for this Call Down Contract, as detailed in [Appendix A](#) of this ToR and the GDD Framework Agreement. Further information on GDPR is available at [ICO Information](#) on GDPR and Cabinet Office [Procurement Policy Note 02/18](#).
- 12.14. **UK Aid Branding** FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved. Therefore, the Supplier must follow UK Aid branding guidelines and the use of the UK Aid logo on their programmes to be transparent and acknowledge UK taxpayers' support. All announcements and information given to the media by the Supplier must be pre-agreed with FCDO media and communications team and other GUG donors; there must be 'no surprises'. The Supplier is required to work with FCDO communications team to 'launch' new projects, agreeing timescales, tactics (press notices, events, etc.), and messages. The Supplier is required to give appropriate recognition to the provision of funding including grants by FCDO in any other press notices or other contact with the media, provide FCDO with a range of photographs and video to publicise the project. "FCDO", "UK aid", or variants of, must not be used by the Supplier in any publicity without prior consent, and FCDO has the right to veto any media or communications activity proposed by the Supplier. Full guidance on branding standards, including the use of the logos can be found in the following link: [Official Development Assistance \(ODA\) funded programmes: branding guidance](#). To this end the Supplier will discuss the GUG's visual identity with FCDO and agree on a visibility statement prior to Call Down Contract signature. However, the perception of donor involvement among stakeholders could undermine the GUG's objectives. Therefore, as per the guidance, exceptions may be required to ensure local ownership and buy-in.
- 12.15. **Digital.** The UK Government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society or non-governmental organisations.' The Government Digital Services (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and FCDO is required to report all spends and show that what have been approved meets with GDS Digital Service Standard. This applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. The Supplier will discuss with FCDO any digital services or products it intends to develop under GUG, setting out the potential budget assigned to these interventions, any licenses or permissions required

and sustainability of investment. Approval must be given from FCDO's Digital Panel before any spend can be included within the Call Down Contract, regardless of value. Please also see guidance available in the following link: <https://www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-dfid-partners-and-suppliers> .

Duty of Care Requirements

- 12.16. **Duty of Care Requirements.** The Supplier is responsible for the safety and well-being of their Personnel (as defined in the GDD Framework Agreement) and Third Parties affected by their activities under this Call Down Contract, including appropriate security arrangements. The Supplier is also responsible for the provision of suitable security arrangements for their domestic and business property.
- 12.17. FCDO will share available information with the Supplier on security status and developments in-country where appropriate. A named person from the contracted organisation should be responsible for being in contact with FCDO to ensure information updates are obtained. There should be a process of regular updates so that information can be passed on (if necessary). This named individual should be responsible for monitoring the situation in conjunction with FCDO.
- 12.18. The Supplier is responsible for ensuring appropriate safety and security briefings for all their Personnel working under this Call Down Contract and ensuring that their Personnel register and receive briefing. Travel advice is also available on the FCDO website, and the Supplier must ensure they (and their Personnel) are up to date with the latest position.
- 12.19. This Call Down Contract will require the Supplier to operate in conflict-affected areas and parts of it are highly insecure. 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, to deliver the Contract.
- 12.20. The Supplier is responsible for ensuring that appropriate arrangements, processes, and procedures are in place for their Personnel, considering the environment they will be working in, and the level of risk involved in delivery of the Call Down Contract (such as working in dangerous, fragile and hostile environments etc.). The Supplier must ensure their Personnel receive safety in the field training prior to deployment if judged necessary and that appropriate systems and processes and equipment are in place, including subscription to security companies who carry live information on security situations and can undertake due diligence on routes, hotels and work locations and use of appropriate equipment such as trackers.
- 12.21. The Supplier must ensure Sub - Contractors meet these requirements too (as part of their full responsibility for Sub - Contractor compliance).

Appendix A: Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Call Down Contract.

The completed schedule must be agreed formally as part of the Call Down Contract with FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that Clause 33.2 and 33.4 (Protection of Personal Data - Section 2 Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the Parties are Independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data necessary for the administration and / or fulfilment of this Contract.</p> <p>For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so FCDO shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this Contract.</p>

Annexes:

[Annex 1 - 2 GUG BusinessCase Annexes](#)

Annex 3 [Template Logical Framework](#)

[Annex 4 - The Guidance to FCDO ICF KPI Indicators and Monitoring](#)

[Annex 5 GUG Inception Phase Milestones v.3](#)

[Annex 6 KPIs Matrix](#)

[Annex 7 Approach to Value for Money - Draft](#)

[Annex 8 Risk Management Template](#)

[Annex 9 Delivery Chain Mapping Guide](#)

[Annex 10 Asset Register Template](#)

[Annex 12 Due Diligence Safeguarding Guide](#)

[Annex 11 Enhanced Due Diligence Guide](#)

INCEPTION PHASE MILESTONES

Must cover all requirements set out in ToR

Milestone 1: Programme Management Guidelines and Systems

Measurement of Outputs	Acceptance Criteria	Submission and Acceptance Timelines	% Weighting of Inception Phase Payment
1.1 Core team mobilised at their intended location(s) and office established in either Nairobi, Mogadishu or Hargeisa.	Evidence of core team hired and office(s) rented in key location(s) must be submitted to FCDO. Agreements with consortium partners and/ or sub-contractors (where applicable) finalised and submitted to FCDO. FCDO must accept that the evidence submitted meets the requirements to an adequate standard.	Submission: Milestone 1 evidence, documentation and templates to be completed and submitted for approval by FCDO 5 Working Days before the last Working Day of Month 3 of the Inception Phase. Acceptance: FCDO to review and provide written feedback within 15 Working Days from submission.	30%
1.2 Programme operational structures developed and agreed, including consortium governance, coordination structures, stakeholder engagement etc.	Agreement and documentation of roles and responsibilities of Supplier and Delivery Partners, along with details of ways of working and appropriate templates submitted to and approved by FCDO. Team structure organogram completed, submitted to and approved by FCDO. FCDO must accept that the documentation submitted meets the requirements to an adequate standard.	<i>Note, acceptance of the final version of the documents to be approved as part of Milestone 4.2 - the Inception Phase report.</i>	
1.3 Programme operational policy guidelines developed, including e.g. fraud, safeguarding, branding etc.	Operational policy guideline documentation must be submitted to FCDO. FCDO must accept that the documentation submitted meets the requirements to an adequate standard.		
1.4 Programme management documentation and templates developed, and final draft agreed, including e.g. financial management and reporting templates, Value for Money, risk management strategy, delivery chain mapping, asset management, communications plan etc.	Required documentation and templates must be submitted to FCDO. FCDO must accept that the documentation and templates submitted meets the requirements to an adequate standard.		
1.5 ICF, CDEL and Gender and Inclusion mainstreaming strategies developed and final draft agreed.	Required evidence and documentation must be submitted to FCDO. FCDO must accept that the evidence and documentation submitted meets the requirements to an adequate standard.		
Milestone 2: Technical Diagnostic Studies			
Measurement of Outputs	Acceptance Criteria	Submission and Acceptance Timelines	
2.1 Context-specific desk review and evidence synthesis final draft completed, including updated urbanisation evidence, available political economy analysis, climate assessments and security and access analysis.	Evidence planned data collection and field visits have been undertaken. Required documentation and templates must be submitted to FCDO and key thematic areas. FCDO must accept that the evidence submitted meets the requirements to an adequate standard.	Submission: Milestone 2 evidence and documentation to be completed and submitted to and approved by FCDO 10 Working Days before the last Working Day of Month 6 of the Inception Phase. Acceptance: FCDO to review and provide	20%

2.2 Gap analysis summary of institutional capacity strengthening needs completed.	Evidence stakeholder mapping and consultation has been undertaken and documentation must be submitted to FCDO. FCDO must accept that the evidence submitted meets the requirements to an adequate standard.	written feedback within 15 Working Days from submission.	
2.3 Detailed implementation phase methodology and workplan per component developed and agreed, with defined activities and key outputs.	Required evidence and documentation must be submitted to FCDO. FCDO must accept that the documentation and templates submitted meets the requirements to an adequate standard.		
2.4 Proposed implementation phase budget aligned to the workplan per component classified into CDEL, RDEL and ICF.	Required evidence and documentation must be submitted to FCDO. FCDO must accept that the documentation and templates submitted meets the requirements to an adequate standard.		
Milestone 3: Monitoring, Evaluation and Learning			
Measurement of Outputs	Acceptance Criteria	Submission and Acceptance Timelines	
3.1 Theory of Change and Logical Framework updated, with initial baseline indicators	Required evidence and documentation must be submitted to FCDO. FCDO must accept that the documentation and templates submitted meets the requirements to an adequate standard.	Submission: Milestone 3 evidence and documentation to be completed and submitted to and approved by FCDO 15 Working Days before the last Working Day of the Inception Phase. Acceptance: FCDO to review and provide written feedback within 15 Working Days from submission.	10%
3.2 Implementation Phase activities, milestones and KPIs/outputs developed and agreed.	Agreed milestones and KPIs must be submitted to FCDO. FCDO must accept that the milestones and KPIs submitted meet the requirements to an adequate standard.		
3.3 Outline MEL approach (to be refined with independent MEL Supplier)	Required evidence and documentation must be submitted to FCDO. FCDO must accept that the documentation and templates submitted meets the requirements to an adequate standard.		
Milestone 4: Final Reporting			
Measurement of Outputs	Acceptance Criteria	Timeline	
4.1 Draft Inception Report submitted	Draft report must be submitted to FCDO. FCDO must accept that the documentation and templates submitted include the required information to an adequate standard.	Submission: Draft report submitted to FCDO to allow for 15 Working Days to provide written feedback and for the Supplier to action the comments and update the final version in sufficient time for the submission of Milestone 4.2 prior to the deadline.	Payment against Milestone 4 will be paid against the final version of the Inception Report only. 20% of the payment will be at risk and allocated to Quality: 10% of the total Milestone value will be deducted should more than two revisions of the final report be required by FCDO in order to allow FCDO to accept the Milestone. Time: Any delays due to the delivery of the Milestone will attract a further deduction of up to 10% of the total Milestone value.
4.2 Final Inception Report submitted	Final report must be submitted to FCDO. FCDO must accept that the report submitted meets the requirements to an adequate standard.	Submission: Milestone 4 evidence and documentation to be completed and submitted to and approved by FCDO 15 Working Days before the last Working Day of the Inception Phase. Acceptance: FCDO to review and provide written feedback within 10 Working Days from submission.	40%

Quarter		
Performance category	KPI Name	Indicators:
PC1 - Flexibility and Improvements	1A - Responsiveness: Degree to which the Supplier quickly responds and adopts to changing contexts or results.	<ul style="list-style-type: none"> • Proactive identification and communication of issues in response to changing circumstances and taking appropriate actions to addressing issues raised. • Demonstrated willingness to divert from or go beyond the Costed Workplan in response to genuine identified need and ability to take advantage of opportunities. • Evidence of quarterly reviews of project components and activities in order to adapt and reprioritise in response to demand and contextual changes.
	1B - Innovation, adaption, and continuous improvements	<ul style="list-style-type: none"> • Supplier has delivered new ideas, which benefit programme. • The Supplier's responsiveness to FCDO's recommendations based on the findings of annual reviews, mid-term reviews, annual audit reports and performance improvement plans or evaluation reports.
PC2 - Delivery and Communication	2A. Adherence to Schedule: Degree to which contract and agreed deliverables are completed within agreed schedule.	<ul style="list-style-type: none"> • Deliverables completed in line with agreed Costed Workplan – e.g. towards Outcome level. • Programme reports submitted on time, and of acceptable quality to FCDO. • Management meetings take place in line with agreed schedules, have a clear agenda, cover key issues, record minutes and actions taken within agreed timeframes. • Potential problems with delivery schedules are communicated early and Supplier regularly updates on due dates. • Delivery and revision (agreed with FCDO) of workplan in line with quarterly reporting.
	2B. Communications with FCDO Programme Team. Degree of effective communication.	<ul style="list-style-type: none"> • Active engagement of FCDO throughout (monthly coherence and check-in meetings with stakeholders). • Communication and information flow to all key stakeholders is clear, concise, accurate, well communicated and timely. • Relationship developed and nurtured with all stakeholders. • Dissemination of lessons learned to key stakeholders. • Good access is maintained across Government (State and Federal), private sector and civil society with evidence of work progressing from key stakeholders.
PC3 - Quality	3A. Deliverable quality: Agreed and defined deliverables are completed with a high level of quality, professionalism, and attention to detail.	<ul style="list-style-type: none"> • Quality of Progress reports and delivery within given timelines and agreed standards. • Quality of technical deliverables and alignment of project output to project need. • Project Costed Workplan maintained and updated.
	3B Personnel: Performance of Core Team and appropriate level of expertise/skill level of personnel allocated to the project	<ul style="list-style-type: none"> • Proactive approach to recruitment or replacement of key personnel, including progress update and adherence to FCDO processes. • Proactive anticipation, identification and utilization of technical assistance/expertise in advance ensuring timely and successful completion of projects. • Core Team retained for a minimum of 2 years.

PC4 - Financial Management	4A Adherence to Budget: % variance of project delivery in comparison to budget/estimate or expectations	<ul style="list-style-type: none"> • Robust cost control in line with overall contract budget. • Quarterly reported spend is within +/-5% variance of forecast in Q1-2, and +/-3% in Q3-Q4 of each FY. • Quarterly forecast submitted by the last week of the previous quarter and reviewed monthly with FCDO. • Invoices submitted in line with agreed invoicing calendar. • Up to date and accurate records of all downstream partners. • Proactive tracking of foreign exchange rate fluctuations; variations are proactively flagged up with mitigation approaches proposed.
	4B Value for Money: Degree to which the supply partner is able to maximise value for money	Maximising Value for Money across inputs, outputs, and outcomes and FCDO's 5Es framework through demonstration of effective programme management. VfM analysis to support/accompany regular reporting.
PC5 - Risk, Compliance & Safeguarding	5A Risk Management: Effective management and appropriate escalation of issues and risks	<ul style="list-style-type: none"> • Timeliness and proactive risk identification and response/management actions. • Robust implementation of procedures to identify and manage project risks, including fraud. • Issues identified (as per the agreed risk appetite) escalated as soon as possible and within 24 hours for high-risk issues. • Monthly review meetings to discuss changes in risk assessment and agree with FCDO any impact and implications on Costed Workplan. • Due diligence review of downstream partners effectively carried out before entering into any agreements and monitored throughout.
	5B Compliance: Compliance with FCDO terms and conditions, including fraud reporting, audit and information security requirements etc.	<ul style="list-style-type: none"> • Evidence of compliance with FCDO contractual terms and conditions. • Inception Report and other key documents outline procedures and processes to be followed, that are aligned and in compliance with FCDO Programme Operating Framework (ProF). • Evidence of Supplier following the agreed compliance procedures for downstream partners.
	5C Safeguards & crosscutting priorities	<ul style="list-style-type: none"> • Environmental safeguarding policies are in place with publication of environmental performance reports on a regular basis. • Evidence of effective integration of political economy considerations into programme interventions. • Evidence of effective integration of gender and social inclusion into programme interventions. • Evidence of effective integration of conflict sensitivity into programme interventions. • Safeguarding against sexual exploitation, abuse and harassment policies are in place and monitoring organisational adherence to the policy.





Foreign, Commonwealth & Development Office

Annex B and C

Tender Response & Schedule of Prices

Redacted under FOIA section 43.