

CALL DOWN CONTRACT

Framework Agreement with: Ecorys UK Ltd

Framework Agreement for: Global Development Delivery Framework (GDD)
Lot 11 – Economic Development and Trade

Framework Agreement ECM Number: ecm_5891

Call Down Contract For: India UK Economic Cooperation Programme (ECOP)

Contract ECM Number: ecm_6944

I refer to the following:

1. The above-mentioned Framework Agreement dated 18 December 2023
2. Your proposal of 16 August 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 1 November 2024 (“the Start Date”) and the Services shall be completed by 31 January 2027 (“the End Date”) unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 2.1 FCDO requires the Supplier to provide the Services to the to the Ministry of Finance, with some assistance expected to be provided to a small number of state governments and other Indian agencies. (the “Recipient”).

3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not, exceed £3,699,715 (“the Financial Limit”) and is inclusive of any government tax, if applicable as detailed in Annex B.

4. FCDO Officials

4.1 The Project Officer is:

4.2 The Contract Officer is:

5. Key Personnel

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

1. Programme Director
2. Programme Team Leader
3. Programme Deputy Team Leader
4. Thematic Lead – Governance
5. Thematic Lead – Finance and Investment
6. Thematic Lead – Infrastructure
7. Thematic Lead – Monitoring and Evaluation

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 His 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 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 original Form of Call Down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Call Down Contract void.

No payment will be made to the Supplier under this Call Down Contract until a copy of the Call Down Contract, signed on behalf of the Supplier, returned to the FCDO Contract Officer.

Signed by an authorised signatory
for and on behalf of

Secretary of State for Foreign, Commonwealth
and Development Affairs

Name:

Position: Commercial Lead

Signature: As per Jaggaer

Date: As of Jaggaer

Signed by an authorised signatory
for and on behalf of the Supplier

Ecorys UK Ltd

Name:

Position: Managing Director

Signature: As per Jaggaer

Date: As of Jaggaer

Annex A

Terms of Reference for India-UK Economic Co-operation Programme (ECOP)

ITT Number: 6569

Contents

Introduction.....	5
The Programme.....	5
Objective	5
Recipient	5
Scope of Work.....	5
Technical Expertise Requirement	8
Duration and Budget.....	9
Inception Phase.....	9
Breakpoint	9
Scale Up and/or Scale Down	9
Pricing Model.....	10
Key Performance Indicators	10
Risks Assessment and Mitigation	12
UK aid branding.....	13
Transparency	13
Security and duty of care	13
Safeguarding/Do no harm considerations	14
Modern slavery	14
Disability considerations	15
Social value considerations	15
Risk of fraud	15
Digital policy	15
General data protection regulation (GDPR)	16
Annex I: Programme Theory of Change	17
Annex II: Detailed Concept Note for Concept 1 - Project Structuring Support for Municipal Finance Pipeline Development by NABFID.....	19
Annex III: GDPR	22

Introduction

The FCDO-India pursues the UK's national interests in India. Working with international partners, the FCDO promotes the interests of British citizens, safeguards the UK's security, defends our values, reduces global poverty, and tackles global challenges. FCDO is responsible for the implementation and administration of the UK Government's development programmes for the Republic of India ("India") in partnership with the Government of India. Uniquely in India, the FCDO deploys investment as well as technical assistance in its development cooperation programmes.

The Programme

The India-UK Economic Cooperation Programme (ECOP) attempts to bring together a comprehensive UK offer to India for Sustainable and Inclusive Economic Developments. It builds on previous technical cooperation successes across teams, and retaining a focus on areas where the UK is well-placed to partner India in the design and implementation of its economic reform and infrastructure development priorities. In determining the specific activities and goals, it considers the UK's overarching international development strategy, the demand from Government of India, our understanding of where our support to date has been effective, and potential mutual prosperity for both countries.

ECOP is expected to help India to implement its proposed economic reforms, climate, and infrastructure development priorities, with a view to support its long-term growth objectives.

Objective

The primary objective of the programme is to support India to pursue sustainable and inclusive economic growth. This programme seeks to deliver its objective in line with India's economic development and growth priorities. The programme is strongly aligned with the UK-India 2030 Roadmap. It will be a key Instrument for delivering the UK-India Infrastructure Partnership launched under the Economic & Financial Dialogue, will support implementation of the Free Trade Agreement (FTA), specifically chapters around standards and good regulatory practices. It will further respond to the British Investment Partnership agenda, a key priority within the International Development Strategy and Integrated Review, for which India is a priority country.

Recipient

It will provide expertise and support, primarily to the Ministry of Finance, with some assistance expected to be provided to a small number of state governments and other Indian agencies.

Scope of Work

The programme was approved last year and has already been in implementation for a year. It is evolving and many of the interventions are being firmed up. Some ongoing discussions are in the preliminary stage and might only be ready for implementation in the next year. This does provide an opportunity for the selected Supplier to inform and shape the future activities. This contract will therefore take a flexible approach in which deliverables will be agreed annually between FCDO and the supplier within the overall limits of the programme objectives and Theory of Change (ToC – see annex 1).

The programme's objectives are categorised across 4 'concepts':

- Concept 1 (*Support for Municipal Finance Pipeline Development by NABFID*) has a well-defined set of deliverables and milestones that the supplier will be expected to work towards immediately from the start of the contract. The deliverables and milestones are detailed in a Concept Note (see Annex II).
- Concepts 2 to 4. At this current stage of the programme, three concepts have high level indications of proposed immediate interventions. These concepts will be further developed and

finalised in consultation with the selected delivery partner. The indicative interventions are featured in Table 1 below:

Table 1:

<u>Concept Title</u>	<u>Objective</u>	<u>Indicative Interventions</u>	<u>Required Expertise</u>
Concept 2: development and scoping for an enabling framework for monetising positive climate benefits of infrastructure projects	To identify the enabling policy and regulatory framework required to facilitate monetisation of positive climate impacts of infrastructure projects through instruments like carbon credits, green credits etc.	(i) Review of existing and expected legislations, regulations and policies relevant for the subject, (ii) Review of similar policies in other comparable countries, (iii) Identification of alternate approaches and pathways that can be used for monetisation of positive climate projects, infrastructure projects and funding of assets, (iv) Identification of enabling policies, regulations and institutional support required for operationalisation of the identified approaches, (v) Presentation to key stakeholders and preparation of high-level concept note for deliberation.	(i) Understanding of carbon markets and Indian regulatory framework (ii) Understanding of the infrastructure development and finance market in India (iii) Experience of policy development in the infrastructure space
Concept 3: Facilitation of investor – sponsor	To generate interest in potential PPPs in sectors	include the following tasks: (i)	(i) Event management expertise,

engagement for catalysing PPPs ¹	with comparatively less volume of private investments and to capture feedback of potential investors on the design and structuring of PPPs.	<p>Development of the structure, agenda and material for the workshops,</p> <p>(ii) Planning and organisation of the facilities for the workshops,</p> <p>(iii) Management of the invitations and participation for the workshops,</p> <p>(iv) Generate interest and awareness for the workshops,</p> <p>(v) Management of the workshop proceedings,</p> <p>(vi) Capturing the key outcomes of the discussions and reporting the same.</p>	<p>especially for high level, policy events in India,</p> <p>(ii) Understanding of the Indian infrastructure sector, especially in the focus sectors,</p> <p>(iii) Ability to organise logistics for events in different cities and regions in India,</p> <p>Ability to record and synthesise policy discussions into succinct findings for senior stakeholders.</p>
Concept 4: Development of standard operating processes and guidance for selected Government of India departments for implementing BIM ²	To facilitate digital transformation for selected Government of India (upto 2) departments from conventional approaches of infrastructure development to	<p>(i) Selection of departments for support in consultation with Niti Aayog,</p> <p>(ii) As-is review of the selected departments,</p> <p>(iii) Review of UK best practices</p>	<p>(i) Understanding of BIM standards (including under-development BIS standard)</p> <p>(ii) Understanding of the</p>

¹ Public-Private Partnerships is a priority for the Government of India. FCDO, and earlier DFID has been working with Ministry of Finance, Government of India for the last 10 years in strengthening the PPP regulatory and policy framework. Our work has been focussed on creating standard contract documents, guidelines for structuring PPPs in various sectors, training of various ministries on PPPs and disseminating Indian and International best practices. In the last few years, we are also focussing on improving the climate aspect of PPPs - trying to align PPP investment with climate goals. The engagement proposed to be delivered through GDD is focussed on this, as well as on upscaling PPPs in social sectors - healthcare, education etc. which have experienced relatively limited PPP investment in India.

² Building Information Modelling (BIM) is a digital construction technology used for construction of buildings and infrastructure. UK has mandated the use of BIM in public funded infrastructure since 2011, with gradual increase in the maturity of the systems. Government of India intends to roll out BIM in India, to improve the efficiency and quality of infrastructure in India. FCDO India has been working with NITI Aayog – a policy think tank of the Indian Government - for the last 3 years to increase awareness on BIM and more recently - on providing basic awareness training on BIM.

	digital, transparent approaches of infrastructure development	in similar / comparable departments, (iv) Development of SOPs and guidance, (v) Training, demonstration and handholding, and (vi) Design of organisational mechanisms for continuing and sustaining the transformation process	infrastructure development process (iii) Experience of digital transformation in the public sector
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The supplier is required to develop detailed plans for the achievement of the objectives of concepts 2 to 4, developing the indicative interventions in table 1 and supplementing them with additional interventions (where this will support the achievement of the objectives). These plans will be produced by the end of the Inception Phase and then subjected to annual review and revision.

- In addition, there are further concepts where objectives will be further developed by FCDO, in partnership with the supplier, during year one of the contract.
 - Bilateral knowledge exchange on Better Regulation Framework
 - State level Programme interventions on business environment
 - Water Related Studies – NRW Reduction / Pricing Policy / Revenue Enhancement.
 - Designing the Green Finance Centre for India
 - Analytical research on economic policy areas to support the 16th Finance Commission of India

The supplier is required to be equipped to engage in the further development of these concepts and ultimately propose interventions for incorporation into the annual workplans.

Technical Expertise Requirement

An organisation with experience and expertise of delivering TA and capacity building in economic reforms including climate and infrastructure.

The contract will be delivered by the firm selected from the Lot 11 of the GDD framework under Economic development Theme, in line with the sequential direct award/ round robin process specified. The selected service provider will be expected to provide the required expertise and delivery capacity, either through their own resources, or from the consortium members, or through sub-contractors. It is expected that the Supplier will utilise local (Indian) expertise for reasons of efficacy, sustainability and efficiency, but the level of local expertise is not prescribed and the Supplier can propose an alternative delivery model.

The proposed work to be delivered through GDD is to further our work in this area. Support to India for rollout of BIM is specifically included in the India UK Roadmap 2030.

Duration and Budget

The initial contract will be for a period of up to 2 Years and 3 months (envisaged start date of 1 Nov 2024 and end date of 31 Jan 2027) at a value of up to £3.7 million. The budget is indicative and FCDO is seeking best value from the market. The budget may change based on the context and progress in delivering results, resulting in a contract amendment.

The full budget is not guaranteed to the supplier, instead it represents the maximum value of work that might be commissioned. Beyond the fixed deliverables detailed in Annex I, the deliverables of this contract will be determined during inception phase and then at the end of each year when workplans are agreed. It may be that the workplans do not require the full budget to be deployed. The Supplier is required to plan and price a pool of experts/other resources that can be deployed to pursue the objectives in this TOR in an ambitious and timely way, so that they can accommodate whatever the post-inception/annual workplans require.

There will be an optional extension of up to 6 months and no more than £0.5 million (which may be exercised at any point during the life of the contract). This will be subject to need assessment, satisfactory supplier performance and budget availability. FCDO will seek an amendment proposal from the Supplier should FCDO decide to implement a cost and / or time extension.

Inception Phase

The overall inception period is envisaged to be no more than one month and will include supplier discussions with stakeholders.

At the end of the Inception Phase the supplier is required to produce an Inception Report (the key deliverable for this period) which must feature:

- a costed workplan for the delivery of the Concept 1 deliverables and milestones detailed in Annex 2 with clear cross-reference to the ToC in Annex 1
- proposed KPIs with which to measure the delivery of Concept 1
- an indicative costed workplan for the delivery of interventions to achieve the objectives of Concepts 2 to 4 (per Table 1).
- Proposed KPIs with which to measure the delivery of Concepts 2 to 4

Breakpoint

There will be a breakpoint after the Inception Phase and annually to reconfirm budget availability and review supplier delivery and performance. This Annual Review will also see the review, development and confirming of the annual workplan for the subsequent year. **FCDO will consider whether to exercise its right to terminate, to suspend or to partially terminate or suspend this contract pursuant to the Framework Agreement Terms and Conditions. The supplier is required to cooperate fully with any breakpoint.** Continuation of the contract will be subject to satisfactory performance of the Supplier and available budget.

Scale Up and/or Scale Down

FCDO reserves the right to scale down the value and/or scope of the contract or to discontinue this contract at any point. Scaling down is at FCDO's discretion.

Scaling down may be triggered by a variety of events/reasons including (but not limited to):

- Budgetary constraints.
- Dissatisfaction with Supplier performance.

Scaling down may take various forms, such as (but not limited to):

- Decrease of evaluation contract value.
- Decrease or change of scope.
- Decrease of contract duration.

FCDO may also scale up within the scope provided in the duration and budget para of this ToR. Any scaling up will be mutually agreed between FCDO and the Supplier.

Pricing Model

The contract will be based on a hybrid payment model:

- i. 85% of Total Costs excluding Expenses will be paid quarterly in arrears on achievement of milestones/outputs. To be clear: the supplier must hold back (not invoice) 15% of Total Costs excluding Expenses each quarter.
As part of the inception phase, and then at the end of each year, the supplier will produce a workplan that will link outputs and milestones to the resources required to deliver them, and the costs of these resources. This will enable payments to be made on a milestones/outputs basis.
- ii. 15% of Total Costs excluding Expenses will be linked to payment-by-results (PBR) subject to satisfactory performance of KPIs as described in the Key performance Indicators section below. The PBR assessment will take place annually and will determine how much of the 15% held back during the year may now be invoiced, in the first quarter of the following year.
- iii. 100% of Expenses will be paid quarterly in arrears based on actuals.
This payment plan, linked to Key Performance Indicators (KPIs) will be agreed between the Supplier(s) and FCDO during the inception phase.

Payment of invoices against deliverables will be subject to the satisfaction and approval of FCDO. The Supplier will also be subject to formal contract performance reviews as part of the FCDO overall annual review.

Key Performance Indicators

Suppliers are required to include Key Performance Indicators (KPIs) in their workplans for how the concepts will be achieved. At the end of inception phase and at each annual review, SMART KPIs will be proposed by the supplier) for FCDO review and approval. Suppliers will also be expected to work in compliance with jointly agreed contract management KPIs with FCDO (detailed in Table 2 below). The performance of the Suppliers will be jointly assessed by FCDO through the following mutually agreed Key Performance Indicators (KPIs).

Table 2:

KPI ref. No.	KPI Title	What is being measured	KPI Weighting *	Source of KPI measurement data	KPI Pass/Fail Criteria
KPI01	Adherence to workplan schedule	The Supplier submits agreed outputs and reports within the agreed workplan schedule (including raising and agreeing any changes to the schedule in a timely manner).	20%	FCDO will acknowledge receipt of outputs, noting whether delivery is on schedule.	Achieved deliverables / total target deliverables = % >95% pass <95% fail
KPI02	Quality of outputs	Draft reports are complete and suitable for submission to FCDO. FCDO reviewer's overall scores equate to good or excellent rating. Draft outputs reviewed solely by FCDO are judged complete and at least satisfactory; final versions are considered to be of good quality.	30%	FCDO and Stakeholder feedback.	Criteria met = pass Criteria not met = fail
KPI03	Timeliness and quality of communications	The Supplier provides regular updates of progress, succinctly covering key points. Queries are answered promptly and adequately, reflecting the nature of the queries (within 3 working days for straightforward factual queries).	10%	Positive feedback on delivery. Email chains confirming prompt, sufficient responses.	Queries answered promptly/ total queries = % >95% pass <95% fail
KPI04	Effective Financial management	Timely submission of accurate forecasting and invoices by the 3rd Friday of every month.	20%	Timely submission of invoices and quarterly reports which	1. Timeliness – Pass/Fail 2. Accuracy of forecasting– Pass/Fail > 80% variance: Fail <80% variance: Pass

				include accurate forecasting.	
KPI05	Risk Management	The Supplier will employ robust procedures to identify and manage project risks, and report on these regularly to FCDO. Specific risks and mitigation measures will be defined and assigned together with the Supplier at the inception and planning stage.	20%	Ongoing maintenance of a risks log which will be shared with FCDO before and during the evaluation implementation phase (quarterly), which will capture and report any risks, and the actions taken to mitigate them.	Criteria met = pass Criteria not met = fail

* Weighting % applies to the 15% of Total Costs excluding Expenses that are at risk based on KPI performance e.g. KPI01 will determine 20% of the 15% at risk i.e. 3% of Total Costs excluding Expenses.

Risks Assessment and Mitigation

- The Supplier shall be required to assess and manage risks using the FCDO risk framework including with respect to the contextual realities on the ground. The programme risk management framework shall include a risk register to be reviewed in regular delivery plan meetings and updated in the relevant FCDO digital platforms. The Supplier shall ensure new or expanded risks are identified and managed. Risk appetites shall be reviewed and escalated as necessary.
- The Supplier shall devise strategies that allow capacity, systems and knowledge in the government spheres built by the programme to survive frequent government changes and other political disruptions.

- The Supplier shall develop a robust exit plan upfront (in the inception phase) based on FCDO vision of responsible and sustainable exit plan.

UK aid branding

Suppliers that receive funding from FCDO must follow UK Aid Branding Guidelines and use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. The UK Aid Branding approach should be agreed with FCDO during the Inception Phase and should adhere to the UK Aid Branding Guidelines. However, the perception of donor involvement among stakeholders could undermine the Technical Assistance and Strategic Learning Unit's objectives. Therefore, as per the guidance, exceptions may be required to ensure local ownership and buy-in. Partners should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this Contract without the prior written consent of FCDO. If any press releases on work which arises wholly or mainly from the project are planned, this should be in collaboration with FCDO's Communications Department. Country-facing and UK-facing branding guidelines will be provided by the respective FCDO Programme Teams. Subject to prior FCDO agreement, The Supplier should actively promote the work and results of the programme throughout the programme lifecycle and are required to inform FCDO of any important milestones, events, planned media activity or queries from the media. Branding Guidance and details of how to access the UK aid logo files can be found here: <https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo>.

Transparency

- FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. 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 all Suppliers to comply with this, and to ensure 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/>

Security and duty of care

- The Supplier is responsible for the safety and wellbeing of their personnel and third parties affected by their activities under this Contract, including appropriate security arrangements. The Supplier will coordinate with relevant FCDO Posts prior to any travel being undertaken as part of this work. The FCDO shall share available information with the Supplier on security status and developments in-country where appropriate. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract.
- Acceptance of responsibility must be supported with evidence of capability. FCDO reserves the right to clarify any aspect of this evidence and to subsequently reject proposal if in the opinion FCDO that they cannot demonstrate this. In providing evidence proposal should consider the following questions:
 - Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by the Joint Programme Team)?
 - Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
 - Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed, and will you ensure that on-going training is provided where necessary?

- Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment, and will you ensure that this is reviewed and provided on an on-going basis?
- Have you appropriate systems in place to manage an emergency / incident if one arises?

Other country-specific sources of information on potential risks can be obtained from the following sources:

- FCDO Travel advice: [India travel advice - GOV.UK \(www.gov.uk\)](https://www.gov.uk/india-travel-advice)
- World Meteorological Organisation: <http://severe.worldweather.org/>
- Global Flood risk map: <http://globalfloodmap.org/>

Safeguarding/Do no harm considerations

- All organisations that work with or come into contact with children, women and other vulnerable groups should have safeguarding policies and procedures to ensure that every person, regardless of their age, gender, religion or ethnicity, can be protected from harm through involvement, directly or indirectly, with FCDO programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
- The Supplier must demonstrate a sound understanding of the ethics of working in this area and must apply these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the Supplier should recognise and mitigate the risk of negative consequences for women, children, and other vulnerable groups. The Supplier should include a statement that they have duty of care to other programme stakeholders, and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including the immediate reporting to FCDO and addressing of incidents, should be summarised in both regular and annual reporting to FCDO.
- FCDO safeguard the interests of all our stakeholders, ensuring we comply with the humanitarian imperative to “do no harm” through our actions in all our work. FCDO launched a new [HMG strategy for safeguarding against SEAH](#) in September 2020. The strategy challenges us to ensure that we take all reasonable steps to prevent harm, particularly SEAH, from occurring; and listen and respond sensitively but robustly when harm or allegations of harm occur. FCDO has zero tolerance of sexual exploitation and abuse. We consider this to constitute gross misconduct, and therefore grounds for termination of employment. The Supplier should never abuse the trust and power placed in you to benefit yourself or others, including your family. The Supplier/Partner should report at reportingconcerns@fcdo.gov.uk any allegation credible enough to warrant an investigation of SEAH.

Modern slavery

- FCDO is already taking action against modern slavery through current programming, and we are working to expand our reach and scale-up successful country office and centrally managed programmes. A large number of our programmes operating through country offices look at addressing the underlying vulnerabilities of people at risk of modern slavery, with a particular focus on those within indirect supply chains.
 - Strengthening evidence base of effects of laws, policies, practices on workers in high-risk industries including migrant garment and domestic workers
 - Advocacy and common understanding of corrective legal, policy and procedural measures
 - Information campaigns among employers

- Training and awareness programmes for direct employees and supply chain employees
- Organising workers to protect themselves and access services
- Sensitising labour recruiters on accountability for fair recruitment

Disability considerations

- For FCDO disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development.
- Supplier should outline their approach to disability inclusion and how people with disabilities will be consulted and engaged throughout the project.

Social value considerations

- The UK Government have proposed new measures to ensure that money spent by Government on buying goods and services benefits society more widely as well as delivering value for money. The Social Value Act requires contracting authorities to consider how the services being procured might improve the economic, social and environmental well-being of the relevant area. In the FCDO context, social value is delivered to overseas beneficiaries through the programmes we deliver and also in the sustainable legacy that we aim to leave behind. As overseas development aid is also in the UK national interest, benefit ultimately also flows back to the UK.
- The government is committed to awarding contracts based on social value, ensuring that contracts are awarded based on more than just value for money – considering a company's values too, so that their actions in society are rightly recognised and rewarded. Social Value outcomes are already embedded and evaluated within the programmes that FCDO deliver, however application of the Public Services (Social Value) Act 2013 will be extended to ensure that all government departments explicitly evaluate social value when commissioning services. This will help create and nurture innovative, competitive and diverse marketplaces of suppliers that include and encourage small businesses, charities and social enterprises.
- The Supplier shall establish and track Social Value (SV) KPIs dimensions. The KPIs (to be agreed with FCDO) are to serve as a corporate monitoring requirement for the FCDO. Proposed KPIs are:
 - a. Create opportunities for entrepreneurship and investments supporting economic growth and trade.
 - b. Deliver additional environmental benefits in the performance of the contract including contributing to UK and India's climate goals.

Risk of fraud

- All suspected cases of fraud must be reported immediately to FCDO, and the Supplier will be expected to put in place a comprehensive risk management system which is appropriate to the context and consistent with FCDO's own methodologies.
- The Supplier will be required to set out their fraud mitigation strategies including internal risk management and reporting systems. FCDO will further require that annual financial audits include spot checks of high-risk areas of programme activity and – if any causes for concern arise – these must be reported to FCDO immediately.
- The risk of fraud through downstream suppliers or with partners in country will need to be partly mitigated through the Supplier's due diligence of downstream suppliers, ensuring acceptable levels of financial control and reporting before granting funds.

Digital policy

- All digital¹⁰ content produced by the Supplier is subject to UK Government digital principles as set out by the Government Digital Service (GDS). All digital developments should:
 - a. Put the needs of users first

- b. Learn from and improve these services over time
 - c. Be freely available for other UK Government programmes to use. For more information see <https://www.gov.uk/designprinciples>
- The Supplier must consider the use of digital elements to maximise value for money while ensuring the programme remains inclusive and fully accessible. Any proposed digital elements will require approval from FCDO.

General data protection regulation (GDPR)

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Annex III and the standard clause 33 in section 2 of the contract.

Annex I: Programme Theory of Change

In this section, we present a high-level theory of change for the four programme concepts proposed.

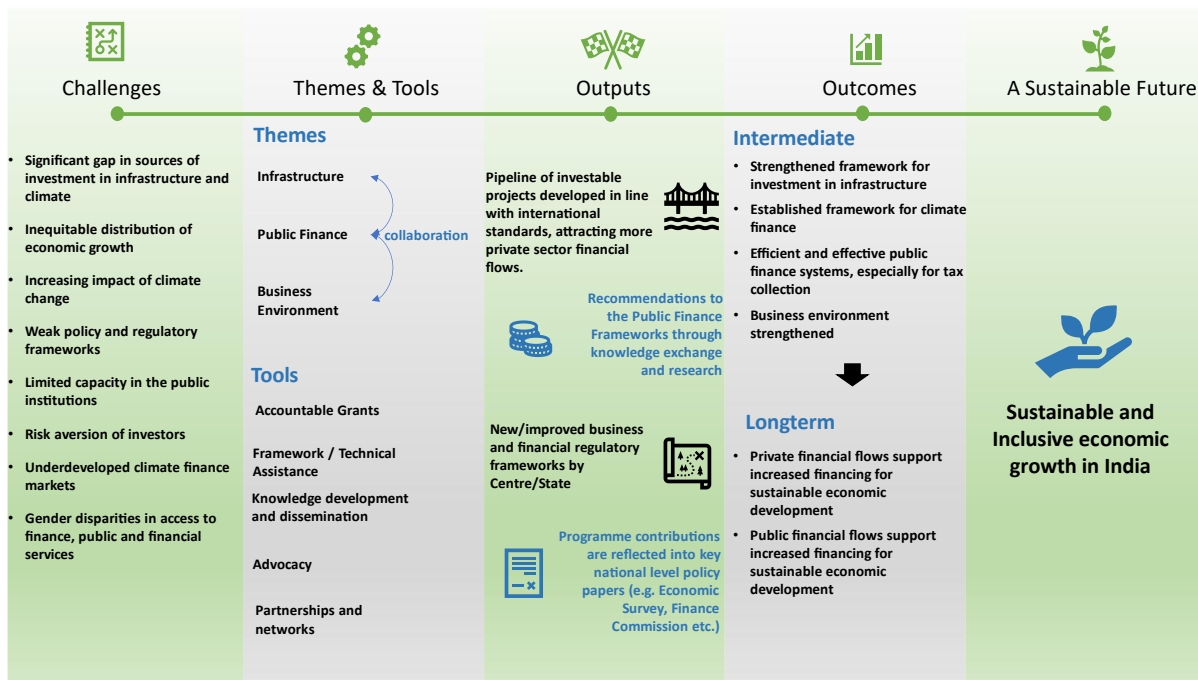
Sustainable and inclusive economic growth for a country can be achieved through various means. The programme will select interventions and pursue outcomes which are best aligned to India's development needs, especially those where the UK has more experiences to share. As the programme evolves it will adapt learning from impact and successes.

A few key assumptions have been made for the programme as whole –

- Macro-economic climate does not deteriorate significantly
- Political commitment to infrastructure development and sustainable growth is maintained at the national and state level, especially against the backdrop of upcoming General Elections
- Political will exists to undertake reforms based on evidence/recommendations generated through the programme across States and Centre
- The priorities of overall UK-India bilateral agenda do not change significantly
- Government of India (particularly DEA) is supportive of suggested interventions and support attribution of resulting successes to the programme, where possible.
- State level commitment to the sector to incentivise development e.g. – clearance for projects, tax incentives, tariff structure for private sector/PPP developers
- Adequate resources (optimal staffing and financing) provided and maintained by concerned government agencies (both HMG and GoI) for implementing and sustaining interventions which will be delivered bilaterally
- Work is prioritised in a manner that allows for logical closure of programme within the year in case funds for future years are not made available
- Government of India ensures that any member of staff who is trained through the programme is then deployed for actual implementation of suggested reform area
- Reform effectiveness and sustainability is ensured through adequate resource allocation during and post programme implementation period by Government of India. This will allow for Impact assessment to be undertaken in future years
- Any gains made from new/improved infrastructure, stronger financial markets and improved public finances are deployed (at least partially) in a way which is inclusive and sustainable

As individual programme strands get implemented, each would have to demonstrate its fit and causal pathway within the ToC narrative, based on its specific assumptions. These would have to be indicated at Activity, Output, Outcome and Impact level, in consultation with delivery partners and beneficiaries.

Theory of Change (ToC) Diagram is presented below:



Annex II: Detailed Concept Note for Concept 1 - Project Structuring Support for Municipal Finance Pipeline Development by NABFID

A. Context

India's urban population is estimated to increase by 140 million over the next 15 years, from 470 million in 2021 to 600 million by 2036. This will be 40% of the total national population, up from 31% in 2011.³ India's cities require an estimated capital investment of USD 840 billion in urban infrastructure and municipal services in the 15 years till 2036 (in 2020 prices), equivalent to 1.18% of estimated Gross Domestic Product (GDP) over this period if they are to effectively meet the needs of fast-growing urban population⁴.

The required capital investments levels are significantly higher than the current levels of investments in cities. The finance for capital investments in Indian cities has predominantly come from public budgets through intergovernmental fiscal transfers which will be inadequate to meet the future needs. The city governments or urban local bodies themselves have limited investible surplus due to multiple reasons – low levels of local taxation, low-cost recovery of urban services, limited autonomy in decisions and levy of new charges etc. At the same time, the gap between existing and required levels of investments is so large that public financing (through the centre and state governments) will be inadequate. There will be a need to significantly ramp up the commercial borrowing by cities.

An important driver of upscaling of commercial borrowing by cities would be to have a pipeline of finance ready, well-structured municipal projects. Consultations with a number of stakeholders in the urban infrastructure sector reveals that financial institutions lose interest in the sector due to the absence of finance ready projects with balanced risk allocation. Potential financiers and investors particularly scrutinise the allocation of revenue and tariff risks, counterpart payment risk and political risk for making investment and financing decisions.

The National Bank for Financing Infrastructure and Development intends to initiate financing for municipal projects, including climate positive urban infrastructure projects. It needs to pilot this segment of the business with upto five initial projects; demonstrating and institutionalising the approach for due diligence, credit risk assessment and pricing based on the experience from these pilot projects. FCDO intends to provide technical assistance to NABFID to help the identification, structuring, due diligence, credit risk assessment and pricing of this first set of projects and institutionalise the experience in the form of tools, guidance, and standard operating procedures for NABFID staff.

B. Objective

The objective of the proposed support to NABFID is to support the establishment of its municipal financing offer and to embed the expertise and knowledge required for municipal financing within its staff. The intended outcome from the proposed support is to increase commercial financing to municipal and local governments for urban infrastructure projects, leveraging on the demonstration effect of the pilot deals undertaken by NABFID and encouraging other financial institutions to follow. The expected long term impact from this work would be to enhance the pace of infrastructure investments in Indian cities, ensuring access to public services to every citizen and contribution to India's climate goals.

³ Population projections are from National Commission on Population, Ministry of Health & Family Welfare

⁴ Source: Sohaib Athar, Roland White and Harsh Goyal. 2022. "Financing India's urban infrastructure needs: Constraints to commercial financing and prospects for policy action." Washington, D.C.: World Bank.

C. Scope of Work

The proposed assignment will include the following tasks:

1. Development of an approach for selecting projects for demonstration of municipal financing by NABFID,
2. Review of list of the pipeline of priority urban infrastructure projects shared by the Ministry of Housing and Urban Affairs with NABFID,
3. Shortlisting of upto 10 potential deals for NABFID (5 as the first list and additional 5 as buffer),
4. Due diligence and credit risk assessment of the shortlisted deals, demonstrating to nominated NABFID staff the following approaches in addition to the standard financial and credit assessments,
 - a. Review of municipal finance situation,
 - b. Review of tariff and demand,
 - c. Review of contractual arrangements,
 - d. Review of institutional assessment of the urban local body,
 - e. Review of the political risk, risk of public acceptance etc.
5. Support to NABFID for structuring of the selected deals,
6. Documentation of the approaches demonstrated in the pilot deals in the form of tools, guidance, and standard operating procedures.

D. Deliverables

The following table provides a list of deliverables to be produced and the estimated timeline of delivery.

No.	Milestone	Estimated timeline from commencement (T0)
1	Inception Meeting and Presentation	T0 + 0.5 month
2	Proposed approach for review and shortlisting	T0 + 1 month
3	Shortlist of potential deals	T0 + 2 months
4	Due diligence and review of selected deals	T0 + 5 months
5	Presentation to Investment and Credit Committee	T0 + 6 months
6	Term Sheet	T0 + 7 months
7	Support to borrower cities	T0 + 9 months
8	Tools, Templates, and Standard Operating Procedures for NABFID	T0 + 9 months

E. Delivery Approach

The supplier is required to provide technical assistance, focussing on the tasks listed in the sections C and D. The supplier will provide the service through a mix of on-site (based in NABFID office) and off-site deployment of personnel.

The supplier is required to deploy senior experts for strategic inputs and consultations with key stakeholders.

A Steering Committee will be established, combining people from NABFID and FCDO for periodic review and monitoring of the overall progress of all the deliverables. In addition, FCDO staff will ensure regular communication, quality checks and monitoring of the performance of the supplier.

Information collection, discussions and consultations required for the delivery of the proposed project will be facilitated by NABFID.

Annex III: GDPR

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 Contract.

The completed schedule must be agreed formally as part of the 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 for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract.</p> <p>The Parties acknowledge that Clause [33.2 / 30.2 Protection of Personal Data] and [33.4 / 30.4] ([Section 2 of the contract /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 / 33.3]).</p>
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	

