



#### Section 4 Appendix A

#### **CALLDOWN CONTRACT**

Framework Agreement with: DAI Europe Ltd

Framework Agreement for: DFID International Multi-Disciplinary Programme (IMDP)

Framework Agreement Purchase Order Number: PO 8373

Call-down Contract For: Champions of Change Facility

Contract Purchase Order Number: 10027

Contract Project Reference: PROJ10030

I refer to the following:

- The above-mentioned Framework Agreement dated 8<sup>th</sup> February 2019;
- Your proposal of 28<sup>th</sup> October 2019 and subsequent clarification e-mails: \*redacted.

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

# 1. Commencement and Duration of the Services

1.1 The Supplier shall start the Services no later than 4<sup>th</sup> March 2020 ("the Start Date") and the Services shall be completed by 30<sup>th</sup> April 2021 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

# 2. Recipient

2.1 DFID requires the Supplier to provide the Services to the Federal Government of Nigeria's Ministries, Departments and Agencies (MDAs), and Nigeria's independent regulators and statutory bodies ("the Recipient").

## 3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £3,500,000 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.





#### 22. PAYMENTS & INVOICING INSTRUCTIONS

22.3 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID. When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

# 4. Officials

**DFID** 

- 4.1 The Contract Officer is: \*redacted.
- 4.2 The Project Officer is: \*redacted.

## 5. Key Personnel

- 5.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:
  - \*redacted.

## 6. Section 2 - Framework Agreement Terms and Conditions

6.1 Section 2 - Framework Agreement Terms and Conditions require certain parameters be set on an individual Call-down Contract basis. The following clauses will supersede their counterparts at Section 2, for the purposes of this Call down Contract only: \*redacted.

## 7. Reports

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

#### 8. Duty of Care

- 9.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Calldown Contract will come under the duty of care of the Supplier:
  - The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.





- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
  - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
  - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

# 9. Monitoring of Call-down Contract Performance

9.1 The Supplier shall comply with the performance monitoring conditions set out in Annex A.

## 10. Commercial Caveats

- 10.1 The following commercial caveats shall apply:
  - Fees will only be paid for productive days or whilst travelling at DFID's request.
  - DFID will not pay for a day of rest following travel, either Overseas or in the UK.
  - DFID will only pay for security services which have been mutually agreed in advance and at cost.
  - DFID will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
  - Rented accommodation should be used whenever possible and in particular for Long Term visits.
  - Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
  - Receipts must be retained for all expenses.
  - As detailed elsewhere in the tender documents, DFID will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

# 11. Call-down Contract Signature



For and on behalf of



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

Name:

The Secretary of State for nternational Development	Position:
	Signature:
	Date:
or and on behalf of	Name:
DAI Europe Ltd	Position:
	Signature:
	Date:

# Annex A Terms of Reference Champions of Change Facility

#### Introduction

- 1. The Partnership to Engage, Reform and Learn programme (PERL) is a five-year public-sector accountability programme (to end 30/04/2021), and an essential element of DFID Nigeria's enhanced anti-corruption approach. The overall objective of PERL is more accountable, effective and evidence-informed government which is able to prioritise sustainable delivery of public goods and services and meet Nigerian citizens' needs. Promoting public sector accountability, efficiency and effectiveness, and reducing corruption is crucial to ensuring that Nigeria can use its own resources to deliver the public goods and services required for poverty reduction and growth (including to women and girls). It is similarly critical to support the sustainable success of DFID Nigeria's service delivery and other anti-corruption programmes.
- 2. The PERL programme has a value of a maximum of £100m, built along three pillars:
  - **Pillar One: ARC** (Accountable, Responsive and Capable Government), managed by DAI, works with Nigerian governments to develop more systematic, transparent, responsive and accountable core governance processes. It assists governments to work with citizens to identify and address governance blockages to the effective delivery of services.
  - Pillar Two: ECP (Engaged Citizens), managed by Palladium, works with a wide and inclusive range of
    citizen groups and representatives, the media, and politicians. It supports these partners to bring
    citizens' priorities to the attention of government in an effective way and hold government to account
    for the implementation of policy and budget commitments.
  - **Pillar Three: LEAP** (Learning, Evidencing and Advocacy Partnership), managed by ICF, works to strengthen the evidence base for reform by creating demand for, generating and encouraging the use of evidence to inform discussion and decision-making on public sector reform.
- 3. The following process steps apply to all pillars of the programme stated above:
  - Learning on what works and what doesn't is synthesised and shared to inform governance approaches.
  - Partnerships successfully engage on key reform / scale-up / recovery issues and processes.
  - PERL supports relevant and active partnerships for reform / scale-up / recovery.
- 4. The PERL programme is being delivered through the aforementioned pillars, with programme results monitored through a combination of the outcomes highlighted in the table below. Through this tender, **DFID intends to contract a service provider to manage a new Champions of Change Facility.** This facility will contribute to PERL's outcomes 1 and 3 in the table below. Success on the champions of change facility will include (but not limited to) delivering to the programme's key performance indicators (see Annex 1) as well as PERL programme outcomes 1 (as measured by outcome indicators 1.3 and 1.4) & 3 and joint output 4 in the log frame (see annex 2).

## **PERL programme Outcomes:**

- 1. Strengthened processes, practices and capabilities within government ensure the more accountable and effective use of public resources
- 2. Constituencies become increasingly effective at influencing governments on selected service delivery and policy issues for the benefit of increasing numbers of Nigerians.

- 3. Development programmes, Nigerian public discourse and political leadership benefit from a strengthened evidence base on how to deliver public sector reform and broader social change in favour of increased public accountability and reduced corruption
- 5. The Champions of Change (CofC) facility will provide direct technical knowledge and experts to the Federal Government of Nigeria, its agencies and independent regulators in key economic sectors to enhance technical expertise within the public sector with the ultimate aim of better delivery of public goods that contribute to inclusive growth and poverty reduction. It will identify and work with champions of change in the Nigerian public sector and support them in conceptualising, designing and driving important policy and regulatory reforms necessary for strengthened public planning, budgeting and policies for better delivery of public goods and services to citizens.
- 6. The Champions of Change (CofC) facility will also be bridging between the current phase of the Policy Development Facility programme (PDF 2) and an upcoming programme which will take its place. The PDF aims to support the Nigerian Government in implementing policies that lead to poverty reduction. The programme does this by generating knowledge and information through research and providing technical experts to work with and in the Government of Nigeria (GoN). The current phase of PDF, with a total budget of £18.5m over the period 2015 and 2020, is scheduled to end in March 2020. DFID is making preparation for the next phase of its policy and programme support to the GoN in this area which when developed will be subject to due UK Government approval process. In the interim, the PERL CofC programme will be bridging between the current PDF and the next programme.

## Objective

- 7. The overall objective of the Champions of Change facility a £3.5million 14-month bridge facility, will be to provide near term targeted and strategic technical assistance to champions of change in the Government of Nigeria in support of accelerated economic reforms which will lead to a modern and efficient public sector which supports better delivery of policy, public goods and services that contribute to inclusive growth and poverty reduction.
- 8. The technical assistance is intended to be highly strategic and transformative to help Nigeria spend its own resources more efficiently. This, DFID recognises would require a significant and long-term behavioural shift on the part of main policy, regulatory and political actors in Nigeria. This bridge facility will support rapid transformation in areas where feasible, while other components of PERL address long term issues. It will be directed at tackling demand led, structural constraints to include and not limited to transparent and competitive tax systems and, open and competitive trade and investment policies by providing technical assistance and research on policy priorities of reformers; gleaning on what works and using this information to inform reform on key policy issues. The facility will target and benefit sectors with potential for high development impact through contribution to economic growth, domestic resource mobilisation, and job creation.
- 9. The facility will deploy technical experts in beneficiary government ministries, departments and agencies, and regulators with a view to support those organisations identify main structural constraints to economic development, and then conceptualise and develop policy and actions to tackle the structural constraints. The development and synthesis of evidence generated will be shared with key stakeholders in the relevant policy space to amplify the need for public sector reform and create multiplier effects. The service provider will work closely with the beneficiary organisations and DFID in identifying the gaps in technical expertise in the beneficiary organisations and design interventions for tackling the needs in the most efficient and cost-effective way enabling HMG to back reform. The identified interventions will need to be firmly based on robust political economy analysis, working on available incentives of the main actors to drive change. Therefore, identified interventions will have to be demand led, politically feasible and practical with full ownership of the government and main actors.

10. Finally, as explained in the preceding section, DFID will explore options to further scale up the size, scope and objectives of this facility into a separate and/or new programme similar to the Policy Development Facility (PDF2) programme scheduled to end in 2020. Given that the design, development and establishment of the new programme would require a significant amount of time, the champions of change Facility of the PERL programme will serve as a bridge between the PERL programme, the current phase of PDF and a new scaled up programme.

## Recipient

11. The Recipients are Federal Government of Nigeria's Ministries, Departments and Agencies (MDAs), and Nigeria's independent regulators and statutory bodies.

#### **Scope & Deliverables**

- 12. DFID is seeking to procure a bridging Facility Service Provider to implement the champions of change facility of the PERL programme to assist DFID (represented by the lead adviser and programme officer) with the management of the facility with specific responsibility for the sourcing of inputs, contract administration, monitoring and reporting of physical and financial progress and providing quality assurance of the technical work proposed and/or completed. In addition, the service provider will be responsible for ensuring that the mechanisms for monitoring the project results at output, outcome and impact levels are in place and are adequate for measuring the indicators included in the logical framework.
- 13. The service provider will be responsible for collating and providing initial assessment to DFID Nigeria of the regular requests for technical support from key Nigerian Government institutions and partners. DFID will assess both the credibility of the requests and whether they are in-line with DFID objectives. Following consultation with the service provider, and final DFID approval, the service provider will set-up the approved interventions, ensuring the right technical; expert/advice is in place, developing specific terms of reference with clear deliverables and timelines
- 14. The service provider role will be to complete the sourcing of the agreed inputs, administer the contracts, and provide sufficient on-going monitoring and quality assurance of the support. In addition, the service provider will report to DFID on a regular basis, highlighting successful elements or areas which risk going off-track without DFID/Bridge facility intervention.
- 15. DFID may also wish to initiate discrete pieces of work through the service provider aimed at building the evidence base in particular priority policy areas.
- 16. Majority of the facility's activities will be short-medium term initiatives for example technical assistance (such as embedded advisers to support key government partners). The facility will be expected to source high quality, specialist expertise rapidly to take advantage of windows of opportunities to influence. The service provider should have good networks for sourcing expertise both locally in Nigeria as well as internationally to be able to meet the requirements of the beneficiary often under tight deadlines.
- 17. Contracting by the service provider will seek to engage Nigerian and regional expertise as far as possible. The subcontracting method will sometimes be sole source but subject to satisfactory evaluation and evidence of value for money.
- 18. The service provider will be expected to use competition in its procurement to drive value for money for DFID and the service provider should demonstrate an adaptable approach to suit the situation and requirements. To achieve all this, the service provider will have ability to manage a fund of £3.5 million over 15 months, operating costs will be inclusive. This will be pre-financed by the service provider and claimed back through invoices. It is envisaged that about 80% of the costs will be deployed as managed funds for the TA which will mainly be a draw down facility covering TA from legacy projects, newly sourced

TA as well as any envisaged research or study relevant to the support provided. The balance (i.e. remaining 20%) will cover core staff costs and programme expenses.

#### **PAYMENT MECHANISM**

- 19. The contract will be subject to a hybrid performance related payment model.
- 20. A minimum of 50% of Inception Phase Gross fees for the Core Team will be paid on successful accomplishment and delivery of the outlined Inception Phase outputs. The remaining fees and all reimbursable expenses will be paid monthly in arrears on actual costs up to the limits set within the Contract. Bidders will be asked to confirm that they accept this payment model, failure to do so will result in a failed tender and your proposal will be rejected from the competition at that stage.
- 21. During the implementation phase, payments will be made as follows:
  - a. A percentage of the total Core Team Fees budget to be paid quarterly upon successful delivery of the KPI's. Bidders will propose the percentage of Core team fees to be retained and linked to the KPI's. The remaining core team fee costs will be paid monthly in arrears based on actuals up to the limits set within the Contact.
  - b. 100% of reimbursable expenses will be paid monthly in arrears based on actual expenditure and up to the limits set within the Contract.
- 22. The Managed TA Fund will be reimbursed monthly in arrears.
- 23. KPIs assessment and scoring criteria will be defined and agreed between DFID and the Service Provider during the inception phase. KPIs may be refined during the course of the contract on a six-monthly basis.
- 24. Key tasks of the service provider will include but not restricted to:

#### (i) Sourcing of Embedded Advisors / Technical Assistance (TA)

- On receipt of DFID's authority to engage, enter into contract negotiations with the nominated agency, supplier or individual.
- Source a supplier of TA where a nominated agency, supplier or individual has not been or cannot be identified.
- Where proposed contract terms are outside the DFID agreed norms, refer to DFID for approval.
- Negotiate, ensuring best possible value for money for DFID, and then issue a contract.
- Keep receiving/beneficiary agency informed of progress with procurement and inform when contract signed, together with mobilisation date.
- Monitor and report physical and financial progress and provide quality assurance of the technical work proposed and or completed.

#### (ii) Contract Administration

- Plan, budget and oversee implementation of all TA activities in line with strategy, workplan, task orders and review / audit recommendations.
- Support the day to day delivery of the programme.
- All administrative tasks including supplier management, accommodation, logistic etc
- Ensure robust programme governance that adheres to all DFID programme relevant corporate requirements.
- Financial management, accounting and coordinating deliverables (quarterly/ annual progress report, quarterly/annual financial reports, monthly projections, forecasting etc)
- Update Task orders and manage recruitment processes.
- Facilitate and promote communication and messaging including stakeholder engagement, knowledge management and lesson learning.
- Maintain accessible and engaged relationship / coordination with DFID

- Facilitate regular key meetings on behalf of the programme.
- Make DFID aware of risk, managing and escalating.
- Manage programme databases and ensure compliance with data protection legislation and best practice which follow DFID requirements.
- Ensure all payments are made in accordance with contract terms
- In the event of any contract dispute, liaise with relevant parties for early resolution.

## (iii) Reporting, monitoring and evaluation

- The reports listed below, under the reporting requirements (para 28) will be submitted by the service provider prior to the six-monthly meetings of the Bridge facility management team and DFID, the service provider will assess the progress made, or being made, with the facility's sponsored interventions and prepare a report for DFID Team review.
- Six monthly reports, monitoring progress and results at each of the milestones, will be submitted. The service provider may need to sub-contract specialist experts to complete the evaluation of the indicators in the logical framework in discussion with and approval of DFID.

# (iv) Draw-Down Facility on Political Economy Support

The service provider should make provision for a rapid reaction draw-down facility within the
managed fund that can be flexibly used by DFID Nigeria in order to receive quality analysis of the
political economy as it relates to specific interventions and how this may impact on design of new
interventions. This facility should be available to offer updates (as requested) on the political economy
of the economic reform landscape in Nigeria and identify opportunities and threats for DFID Nigeria's
governance portfolio.

### (v) Relationship handling

The service provider will be expected to engage beneficiaries on a frequent basis on operational matters using its political judgement and sensitivity in managing the relationship with the beneficiaries. In addition, the service provider will handle and manage administrative tasks relating to the technical support provided. To prevent a breach of trust with beneficiaries, technical support provided will not be expected to report information which the beneficiary considers material or sensitive.

#### Requirements

#### Location

25. The service provider will be based in an office located in Abuja and provide the necessary number of staff with the appropriate competencies to deliver requirement. Additional expertise required such as the political economy draw down facility and any additional monitoring and evaluation expertise will be identified by the service provider and included as part of its bid to DFID with nominated sub-contractors if required, estimated person days and proposed fee rates.

## Competencies required

- 26. The service provider will be responsible for the following (non-exhaustive list of) activities
  - Project management.
  - Procurement and contract administration
  - Financial administration and accounting
  - Demonstrated track record and ability in senior government engagement in developing country contexts and ability to handle political sensitivity.

And should be able to demonstrate technical knowledge in the following areas:

- Additional monitoring and evaluation specialist skills (to complement in-country capacity where necessary)
- Political economy analysis

• Communications of policy work (as required and cleared with DFID.)

The senior leadership team personnel should all demonstrate the following general core expertise, skills and competencies:

- Of working in complex programme delivery, in relation to the activities and context of the proposed facility.
- Demonstrated compliance with major donor rules, including partner fraud prevention, due diligence and risk management.
- Credible individuals who can represent DFID priorities and achieve the programme objectives working with a multitude of different stakeholders, all with their own interests.
- Significant expertise of working with developing country governments.

Evidence of ability to provide these, or similar, services in Nigeria is essential. Other specialist areas may be required on an ad-hoc basis, so ability to easily source a range of high-quality expertise in various areas will be an advantage.

## **Audits**

27. DFID will contract an independent firm of auditors to complete periodic audits of the Bridge facility's statements of expenditure. The service provider will be obliged to provide an audited statement of account every year.

## **Project Tracking**

- 28. The service provider will maintain a sub project tracking system which enables progress to be monitored daily and summary reports to be extracted as required. The accounting system (using proven software), linked to the tracking system, will report on commitments as well as expenditures. The chart of accounts will enable financial reporting to be completed by output as well as by nature of expenditure (such as venue rental), and purpose of expenditure (such as workshops). As a requirement, a monthly automated forecasting facility should be available in the adopted project planning software.

  The service provider will also be expected to report against key indicators as highlighted in the PERL Logical Framework [see Annex 2] and participate in any upcoming annual reviews or Project completion reviews of the PERL programme.
- 29. In addition to routine monthly progress reporting, the service provider will prepare a six-monthly report for submission to DFID at agreed milestone dates as indicated in the project logical framework and in agreement with DFID.

#### **Inception and Implementation Requirements;**

Ensure efficient onboarding of technical assistance

- 30. In some instances, on-going projects may need to be taken up by the bridge facility (an overview of these are provided in Annex 3) in discussion with DFID. The service provider should demonstrate how they will manage onboarding any TA for a smooth service where applicable to manage disruption to the beneficiaries as this could pose a reputational risk to DFID. For any TA taken up, the service provider will be required to agree full job descriptions and corresponding terms and conditions
- 31. It is envisaged that about 80% of the costs will be deployed as managed funds for the TA which will mainly be a draw down facility covering TA from legacy projects, newly sourced TA as well as any envisaged research or study relevant to the support provided.
- 32. Main outputs form the inception phase includes:

- a. A detailed mobilisation plan and implementation plan detailing any anticipated interventions or engagement in agreement with DFID to be approved by the DFID lead adviser for approval.
- b. A complete onboarding of technical advisers with an agreed modality for contracting.
- c. A completed results framework that feeds into the PERL logframe, to be approved by DFID lead adviser.
- d. An Inception Report.

## Fast Mobilisation and Short Inception period

33. The service provider will be expected to be mobilised on the signing of the contract. The service provider will only have a short inception period (two months from contract signing) to agree and finalise terms of reference for/with beneficiaries, including terms and conditions with TA and then implementation starts on the 3<sup>rd</sup> month. DFID expects a speedy mobilisation completed within the two months of inception. All procedures will be informed by and be consistent with DFID's procedures and guidelines. The service provider and DFID will within inception period agree and finalise with DFID the set of KPIs proposed by which performance of the service provider will be monitored.

## Reporting

- 34. The service provider will compile and submit the following reports in a format to be determined by DFID:
  - Annual forecast of expenditure
  - Monthly update of the annual forecast of expenditure
  - Monthly report on programme financial progress, commitments, spend and forecasts including monthly invoicing on Fees and expenses incurred during the period.
  - Quarterly assessments of the benefits being delivered by the sponsored inputs, based on information
    received from the beneficiary agencies and/or the sponsored individuals, including value for money
    assessments and reviews of embedded adviser performance, in conjunction with beneficiariessufficient to ensure confidence in the quality of input.
  - In consultation with the DFID Programme Team, submit a quarterly schedule of current interventions and potential interventions
  - Political Economy updates on areas requested by DFID.

## **Timeframe**

35. The programme will be implemented spanning a period of 14 months commencing from March 2020. Monitoring of contract performance by DFID will be on-going supplemented by Annual Reviews. Subject to programme requirements, an extension of a maximum of 6 months and by no more than £1.5m <u>may</u> be considered at the end of the 15 month-period provided this falls within the overall PERL programme end date. This will also be subject to need for scale up, DFID approval and costs agreed.

## **DFID** co-ordination

36. The service provider's team leader or programme manager will report to DFID's project officer and Lead Adviser (currently the Country Economist), who will be supported by a programme manager and the PERL programme SRO.

# 37. General Data Protection Regulations (GDPR)

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

# **Duty of Care**

- 38. The Supplier is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 39. DFID will share available information with the Supplier on security status and developments in-country where appropriate. All personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
- 40. The Supplier should confirm a named person to be responsible for being in contact with DFID Nigeria to ensure information updates are obtained.
- 41. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.
- 42. Tenderers must develop their tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID (see Annex 4 of this ToR). They must confirm in their tender that:
  - They fully accept responsibility for Security and Duty of Care.
  - They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
  - They have the capability to manage their Duty of Care responsibilities throughout the life
    of the contract.
- 43. If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your Tender will be viewed as non-compliant and excluded from further evaluation.

# **Background**

Key documents

- 44. For relevant background we highly recommend service providers read:
  - PERL Business Case
  - All Annual Reviews for the PERL programme
  - PERL logframe/results matrix (Annex 2)
     Documents can be assessed through link below:
     <a href="https://devtracker.dfid.gov.uk/projects/GB-1-204822/documents">https://devtracker.dfid.gov.uk/projects/GB-1-204822/documents</a>
  - Policy Development Facility II Business Case (strategic, appraisal and management cases)
  - PDF II logframe
  - All Annual Reviews for the PDF II programme.
     Documents can be assessed through link below: https://devtracker.dfid.gov.uk/projects/GB-1-203922/documents

Annex 1: PERL – Champions of Change Proposed KPIs – Inception & implementation phase

Indicators	Key Performance Indicators
Indicator 1 – Quality and Delivery –	<ol> <li>Quality of deliverables and alignment to project outputs:         <ul> <li>Timely development of results framework for the Champions of change programme, feeding into the overall PERL logframe. (inception)</li> <li>Agreed reporting format with DFID N. (inception)</li> <li>Quality of monitoring, progress reporting and expected impact of intervention, including quality of deliverables.</li> <li>Strategic rationale for choice of interventions.</li> <li>Provision of policy options supporting strategic decisions agreed with DFID.</li> </ul> </li> <li>Leadership in seeking opportunities for policy interventions/influencing</li> </ol>
Indicator 2 – Contract & Financial Management/Value for Money	2. Ability to maximise value for money for DFID including ability to onboard and embed TA with flexibility to scale up or down as quickly as appropriate, this includes:  a) Quality & timing of onboarding & finalising contracts with technical experts (TA) upon programme start (inception & implementation)  b) Quality of ongoing contract administration  c) Robust cost control in line with contract – with VFM at the forefront of all financial management decisions (fee rates, expenses etc)
Indicator 3 – Continuous Improvement & Innovation	<ul> <li>3. Supplier proactively makes improvement in programme through: <ul> <li>a) Learning on what works and what doesn't, ensuring this is synthesised and shared to inform governance approaches.</li> <li>b) Partnerships that successfully engage on key reform / scale-up / recovery issues and processes where required.</li> <li>c) actively capturing and sharing lessons learnt – through tangible dissemination.</li> </ul> </li> </ul>
Indicator 4 – Client Relationship Management	<ul> <li>4. Extent to which supplier is responsive and flexible to DFID, client and stakeholder needs and seeks to align with DFID priorities – in particular: <ul> <li>a) Quality and timing of response to DFID's corporate requests</li> <li>b) Interfacing with the Nigerian government counterparts/</li> <li>beneficiaries and other stakeholders when required, including relationship management with experts and beneficiaries.</li> </ul> </li> </ul>

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	Results	Indicators	Source
		Progress towards achieving selected SDG	
	goods and services that	-	Statistics:
	_	targets.	
	contribute to inclusive	0 1 1 1 1 (0.0)	■ Living Standards
	growth and poverty	<ul> <li>Good Health and Wellbeing (G-3)</li> </ul>	Measurement Study –
	reduction	<ul><li>Quality Education (G-4)</li></ul>	Integrated Surveys on
		Gender, Equality & Women	Agriculture (LMS-ISA).
		Empowerment (G-5) & Reduce Inequality	■ Demographic Health
		(G-10)	Survey (DHS).
		<ul><li>Clean Water and Sanitation (G-6)</li></ul>	<ul> <li>Multiple Indicator Cluster</li> </ul>
		<ul> <li>Peace Justice &amp; Strong Institutions (G-16)</li> </ul>	Survey (MICS).
		<ul><li>Partnerships for the Goals (G-17)</li></ul>	■ DFID SMRs
		. , ,	■ Global Education
			Monitoring Reports.
		3. Extent to which strategy outcome	
		targets are achieved for each	performance reports and
		prioritised sector	statistics.
aci			
Super-Impact		•	•
쿻		which government policies in selected	which PERL has
a d l		priority areas, under implementation,	contributed.
S		are conducive to pro-poor outcomes	_
	-	1. Cases of wider, context-specific, systemic	•
		change demonstrating sufficient features	which PERL has
	governments that prioritise	of sustainability making a significant	contributed.
	the sustainable delivery of	contribution to improved delivery of public	
	public goods and services	goods and services.	
	that meet citizens' needs	2. Key PFM results:	<ul><li>PFM Database.</li></ul>
		a) Aggregate expenditure out-turn as	<ul><li>Audited government</li></ul>
		percentage of original approved budget.	accounts.
		b) Total expenditure out-turn in priority	
		sectors as percentage of total	
		expenditure out-turn.	
		3. State level index of selected indicators on	<ul> <li>Nigerian States Budget</li> </ul>
aci		budget participation, transparency, and	Transparency Survey.
mpact		freedom of information.	
_	Results	Indicators	Source
		1.1 Extent to which budgets, plans and	
		policies in prioritised sectors are realistic	
		and responsive at federal and national	
	of public goods and services	•	Assessments
	to citizens at the federal and	1.2 Extent to which actions effectively	
		•	<b>.</b> .
	national levels through	address service delivery blockages at	
	PERL-supported	federal and national levels.	Interventions and Progress
	partnerships. [weighted		Markers (Intervention
PS 1	20%]	beneficiaries can demonstrate that PERL's	· .
E		support directly influenced any of the 5	Annual Outcome Harvesting)
Joint Outcomes <sup>1</sup>		stages of policy formulation	
o		_	
ut		1.4 A rating of a sample of instances when	
		PERL's support contributed to	

 $^1 \ \textit{Progress against these results statements \& indicators is reported in ARIES in the 'output' section - hence their weighting$ 

	implementation of vital social and economic reforms	
	1.5 Extent to which the effectiveness of public sector reform and the delivery of public goods and services have been enhanced as a result of the demand for, generation and use of evidence and learning at federal and national levels.	Evidence Use in PERL Results Analysis Sheets and Selected
planning, budgeting and	2.1 Extent to which budgets, plans and policies in prioritised sectors are realistic, inclusive and responsive at state level.	Triangulated findings from PERL Governance and Constituency Influence Assessments, Sector and Budget Performance Reviews and Citizens Reviews of Government Plans and Budgets
35%]	2.2 Extent to which actions effectively address service delivery blockages in selected sectors at state level.	Place-Level Progress Reports on Selected PERL Interventions and Progress Markers (Intervention Tracking, PERL QPRs and Annual Outcome Harvesting)
	2.3 Extent to which the effectiveness of public sector reform and the delivery of public goods and services have been enhanced as a result of the demand for, generation and use of evidence and learning at state level.	Evidence Use in PERL Results Analysis Sheets and Selected
	3.1 Cases of state-specific public sector reform and service delivery improvements supported for regional demonstration purposes.	Reports, Results Analysis
synthesized and shared in the South-East and South- West regional hubs by PERL- supported partnerships. [weighted 15%]	3.2 Cases of replication and scale-up of approaches to public sector reform and service delivery improvements at regional level.	Reports, Results Analysis
	3.3 Cases of public sector reform and the delivery of public goods and services have been enhanced as a result of the demand for, generation and use of evidence and learning at regional level.	
and systems contributing to post-conflict recovery and to an enabling environment for co-ordination of (local and international)	including but not limited to improved coordination of humanitarian and development efforts.	on Selected PERL Interventions and Progress Markers (Intervention Tracking, PERL QPRs and Annual Outcome Harvesting)
	4.2. Extent to which mechanisms for inclusive policy-making, planning and	Place-Level Progress Reports on Selected PERL

			Evidence Use in PERL Results Analysis Sheets and Selected
	used by active and relevant	5.1 Cases of PERL-facilitated evidencing and learning applied by PERL partners to effectively scale up/down reforms.	Applied Learning Logs capturing Testimonials, Recorded Practice, Knowledge Products, Tracked Changes in Activity Plans, etc
		5.2 Extent to which evidence and learning from PERL informs other programmes (donor and domestic) to support public sector reform and better delivery of public goods and services in Nigeria.	drawing from Outcome Harvesting, PEA Tracking Tools, PERL Result Stories, Longitudinal Case Studies, Other Programmes' Documentation, etc
	Results	Indicators	Source
	practices and capabilities within government ensure the more accountable and effective use of public resources	Governance Assessment.	reports.
Pillar Outcomes	influencing governments on	constituencies (including marginalised groups) on public sector reforms and service delivery improvements to which	l l

	policy communities, public discourse and development partners demand and use a	3.1 Extent to which evidence and learning is demanded, generated and used to influence change to enhance the effectiveness of public sector reform and the delivery of public goods and services.	based on PERL Results Analysis Sheets, Selected
	Results	Indicators	Source
	4. Relevant and high quality	Number of projects assessed as executed satisfactorily (as planned) or better during implementation	Ratings for project execution as assigned by service provider in Project Monitoring and Completion Reports. A sample of these ratings will be validated as part of the annual assessment of Embedded Advisers/projects and the DFID annual review bridge programme. This would form input into PERL's Outcome Harvesting and Intervention Tracking Tools, and Selected
	and what doesn't is synthesised and shared to	3.2 Recorded cases where PERL and key stakeholders have synthesised and shared learning on engagement in reform / recovery on the basis of PERL-facilitated political economy analysis, monitoring, evaluation and learning.	and Intervention Tracking Tools, and Selected Results Stories and
		3.1 Extent to which shared analytical and reflective learning opportunities, platforms, products and events on engagement in reform / recovery are being utilised by partners.	documents: Intervention Concept Notes and ToRs
Joint Outputs	engage on key reform /	<ul><li>2.3 Extent to which partnerships are reporting satisfaction with the (tactical) technical support / guidance / mentoring provided by PERL.</li><li>2.2 Extent to which interventions are</li></ul>	
Process Steps (Joint Outputs)		achieving partnerships' intermediate objectives.  2.1 Extent to which interventions by partnerships have traction amongst key stakeholders outside the partnership.	

1. PERL supports relevant	1.2 Extent to which partnerships are active	as above
and active partnerships for	and locally-led.	
reform / scale-up / recovery	1.1 Extent to which partnerships engaged	as above
	by PERL are of strategic relevance.	

Annex 3: Sample List of legacy projects by sector

Sector
Business Environment Reforms
Public Agency Audits
Public Financial Management
Economic Advisory Support
Inter-Agency coordination on Economic Policy

# Annex 4:

**DFID Overall Project/Intervention** 

**Summary Risk Assessment Matrix** 

Project/intervention title: Champions of Change Facility – PERL programme

Date of assessment:30/09/2019

Assessing official:

Theme			DFID	Risk score				
			Abuj	ja				
OVERALL RATING <sup>2</sup>			2			1		
FCO travel advice			2			]		
Host nation travel	advice		2			]		
Transportation			2			]		
Security		_	2					
Civil unrest		_	2			]		
Violence/crime			2					
Terrorism			-	- - -				
War			-					
Hurricane								
Earthquake			-					
Flood			-			1		
Medical Services			2			1		
Nature of Project/ Intervention			1					
1	2	3		4	5			
Very Low risk	Low risk	Med risk		High risk	Very Hi	igh risk		
Low		Medium		High Risk				

<sup>&</sup>lt;sup>2</sup> The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.