

# **Section 1 – Form of Contract**

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2023-2027
Reference Number:	CPG/8015/2022
Lot Number:	Lot 3
Call-Off Title:	MOD – Military Intelligence Course for the Armed Forces of Nigeria (AFN) and Other Government Departments (OGDs)
Call-Off Reference:	711010450

This Call-Off Contract is made between the Secretary of State for Defence, acting as part of the Crown ("the Authority"),

And

TAG International Development Limited ("the Supplier") having their main or registered office at 63-65 Petty France, Westminster, London, SW1H 9EU

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier: For the Authority:

By:

Full Name: Jim McKee Full Name: E Harding

Position held on behalf of Supplier: Position held on behalf of Authority:

Commercial Officer HO Commercial BP4

delivery team

Date: 12 July 2024 Date: 11 July 2024

# CSSF FRAMEWORK 2023 - CALL-OFF CONTRACT

Framework Agreement with:	TAG Interantional Development Limited
Company Number:	7171834
Sub-Contractors/Consortia:	NA
Company Number:	
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2023
Framework Agreement Number:	CPG/8015/2022 (Lot 3)
Call-off Contract For:	MOD - CSSF Nigeria
Contract Number:	711010450

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# Section 2 - Call-Off Terms & Conditions

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# 1. The above mentioned Framework Agreement.

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

#### 2. Your proposal of 22 May 2024.

2.1. The Authority requires TAG International Development Limited ("the Supplier") to provide the Services as stated in the *Statement of Requirements* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

#### 3. Commencement and Duration of the Services

- 3.1. The Supplier shall start the Services no later than 26 August 2024 ("the Start Date") and Services shall be completed by 31 March 2025 ("the End Date") unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
- 3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier's performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

#### 4. Recipient

4.1. The Authority requires the Supplier to deliver to the AFN and OGDs at the Defence Intelligence College, Abuja, Nigeria ("the Recipient").

#### 5. Financial Limit

- 5.1. Payments under this Call-off Contract shall not exceed £ **343,200.00** (pounds) ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the <u>Statement of Requirements (Annex 1)</u> and <u>Schedule of Prices and Rates (Annex 3)</u>.
- 5.2. The Call-off Contract does not include an extension option.
- 5.3. To support invoicing the Supplier shall provide monthly financial statements, covering the courses delivered together with the Contract reference number and Purchase Order number.
- 5.4. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

#### 6. Milestone Payments and Charges

- 6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.
- 6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority 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 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

#### 7. Fixed Price

7.1. Where the Parties have agreed in the <u>Schedule of Prices and Rates (Annex 3)</u> that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

#### 8. Time and Material

- 8.1. Where the Parties have agreed in the <u>Schedule of Prices and Rates (Annex 3)</u> that the Services will be provided on a time and materials basis, then:
  - a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates:
  - b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
  - c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
  - d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

#### 9. Officials

9.1. The Authority Project Officer is Peter Flannery, the Authority Contract Officer is Elisabeth Harding.

#### 10. Key Personnel

10.1. The following Supplier Personnel are the Key Personnel for the purposes of this Call-Off Contract:

Title:	Name:	Contact Number:	Email Address:

#### 11. Monitoring and Contract Performance Reports

- 11.1.For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the <u>Statement of Requirement at Annex 1</u>.
- 11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.
- 11.3.All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

#### 12. Duty of Care

- 12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. 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.
  - 12.2. Unless otherwise agreed, 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 the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.
  - 12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier 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.
  - 12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off 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.
  - 12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the <u>Statement of Requirements at Annex 1</u>.

#### 13. Third Party Rights for Sub-Contractors

13.1.The Supplier shall ensure that all Sub-Contracts contain provisions to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

# 14. Call-off Contract Signature

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

#### 15. Destruction and deletion of Authority Data and Confidential Information

- 15.1. Pursuant to:
  - Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
  - Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as

appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

# 16. Special Terms & Conditions

16.1. The Following Defence Conditions apply to this Call-Off Contract:

Number	Edition	Title
DEFCON	18/11/16	Unique Identifiers
005J		
DEFCON	18/11/16	The Use Of The Electronic Business Delivery Form
129J		
DEFCON 538	06/02	Severability
DEFCON 566	04/24	Change of Control of Contractor
DEFCON 632	11/21	Third Party Intellectual Property Rights

# 16.2. DEFCONS can be accessed at https://www.kid.mod.uk/maincontent/business/commercial/index.htm

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# **CSSF Nigeria: Military Intelligence Training Delivery**

# **Statement of Requirements**

## 1. <u>Introduction</u>

- 1.1. This Statement of Requirement ("SOR") sets out The Ministry of Defence's ("MOD") requirements for Intelligence Training Delivery (the "project").
- 1.2. This SOR should be read in conjunction with the Invitation to Tender; CSSF Framework Agreement and sample Call-Off Contract.

#### 2. Background and Objectives

- 2.1. The British Military Advisory and Training Team (BMATT) delivery of Military Intelligence (MI) Courses to the Armed Forces of Nigeria (AFN) and OGD is an activity that forms part of the mandated outputs of British Defence Staff West Africa (BDS WA), a SPO directed task. Funding for MI Courses is provided by the CSSF and supports broader CSSF activity in Nigeria and the Lake Chad Basin, coordinated by the FCDO. Delivery of Intelligence activity that supports Nigerian military and institutional security and operational capability development is aligned to HMG strategic, integrated, cross-governmental strategic goals to addresses upstream threats and challenges to UK security, and our allies and partners.
- 2.2. A suite of 10 training subjects has been identified by BMATT SO2 IFE, following consultation with all relevant stakeholders, to best achieve the mandated outputs of this task. Due to the unavailability of organic UK MI military personnel, delivery of these courses must be supplied by a civilian Military Intelligence training contractor.
- 2.3. In support of the MI Training Courses programme, the primary objectives of this project are to:
  - 2.3.1. To increase the operational intelligence capability of AFN and promote the understanding of an effectively functioning intelligence enterprise.
  - 2.3.2. Provide the skill sets to increase the performance of AFN J2 in tackling VEO's across the LCB and improve the effectiveness of the security forces.
  - 2.3.3. Promote UK Human Security values and the UK as a partner of choice.
- 2.4. The MI Training Course programme aims to deliver a suite of training that will enable the AFN and Nigerian OGD to have an enhanced capability to conduct focused, targeted, intelligence-led interventions and to bring intelligence into the core planning process that will enhance the effectiveness of Nigerian military operations. This activity will support the most effective and efficient use of Nigerian intelligence assets to cover a complex and large (cognitive and geographic) problem-sets, and enhance organic collection capability to gain greater reach. The programme will achieve this by drawing upon the range of UK comparative advantages through its existing intelligence capability and relationships, and exploit the range of opportunities resulting from closer partnership with Nigeria on intelligence.

- 2.5. The final outcomes/results that the appointed Supplier will be expected to deliver will be:
  - 2.5.1. The MI Training Course programme aims to deliver a suite of training that will enable the AFN and Nigerian OGD to have an enhanced capability to conduct focused, targeted, intelligence-led interventions and to bring intelligence into the core planning process that will enhance the effectiveness of Nigerian military operations. This activity will support the most effective and efficient use of Nigerian intelligence assets to cover a complex and large (cognitive and geographic) problem-sets, and enhance organic collection capability to gain greater reach. The programme will achieve this by drawing upon the range of UK comparative advantages through its existing intelligence capability and relationships, and exploit the range of opportunities resulting from closer partnership with Nigeria on intelligence.

### 3. Recipients and beneficiaries

- 3.1. The main recipients will be the Armed Forces of Nigeria (AFN) and Other Government Departments.
- 3.2. The wider beneficiaries will include UK British Defence Staff West Africa and Multi National Joint Task Force Lake Chad Basin (MNJTF LCB).

# 4. Scope of work required

- 4.1. Scope of the Call-Off Contract ("contract")
  - 4.1.1. The Supplier will be required to deliver a suite of 10 MI Coures to the AFN and Nigerian Other Government Departments (OGDs). OGDs will include Police and the Domestic Intelligence Services.
  - 4.1.2. The Supplier will consult and report to the BMATT on each day of training to provide progress and student performance reports. Daily debriefs will take place at the BDS WA BMATT V2 accommodation compound. Each course will be delivered by a single contractor instructor. These contractors must be able to evidence suitability for employment for delivery of these courses with two past performance citations / references for training delivery conducted in the past three years.
  - 4.1.3. The Supplier is to deliver a single instance of each MI training activity in the table below to AFN and OGD personnel. These activities will take place at the Defence Intelligence College, Abuja, using a deployed workforce of MI specialist instructors. These activities will be delivered under a single unified commercial contract.

Proposed Dates	Course
26 Aug – 6 Sep 24	The Intelligence Estimate
9 – 20 Sep 24	Open-Source Intelligence (OSINT) for Military Ops

23 Sep – 4 Oct 24	Basic Principles and Awarness of MilitaryTargeting
7 - 18 Oct 24	Signals Intelligence (SIGINT)
21 Oct – 1 Nov 24	Command and Control, Battlespace Management and Intelligence Support to Military Decision Making Process (C2 BM and MDMP)
4 - 29 Nov 24	Imagery Intelligence (IMINT)
2 - 13 Dec 24	Intelligence FUSION
13-17 Jan 25	Sensitive Site Exploitation (SSE) Training
20 Jan – 14 Feb 25	Intelligence Surveillance and Reconnaissance (ISR) Management Training
17-28 Feb 25	Intelligence Preparation of the Operational Environment (IPOE)

#### 4.2. Phases of delivery

- 4.2.1. The contract will be delivered in three (3) phases, and will compromise of the following:
- 4.2.2. **Inception Phase**: This will be the first month of the project and the period during which the detailed workplan and Outputs; KPIs and Results Framework; MREL; draft Exit Plan in accordance with clause 16.5 of the Framework Agreement; milestones and associated payment plan for the Implementation Phase(s) will be agreed between the Authority and the Supplier.
- 4.2.3. **Implementation Phase**: Also known as the Delivery Phase, this will be the period in which the detailed activities and Outputs agreed in the workplan during the Inception Phase will be delivered by the Supplier.
- 4.2.4. Exit Phase: This is the last two (2) months of the Contract and is the period during which the Supplier is required to provide to provide a project completion report; lessons learnt document; asset management disposal plan; and handover plan for all material/documents produced during the project to the Authority; and any other deliverables agreed between the Authority and Supplier for inclusion in the project exit plan ("project Exit Plan"). Implementation will continue during the Exit Phase, but the Supplier will be required to close down activities sensitively during this period and prior to the Contract End Date.
- 4.2.5. Progress will be measured by the Authority in accordance with the Results Framework and Monitoring, Reporting, Evaluation and Learning (MREL) requirements described in sections 7 and 8 of this SOR.

#### 4.3. **Delivery locations**

4.3.1. The Supplier is to deliver a single instance of each MI training course to AFN and OGD personnel. These activities will take place at the AFN Defence Intelligence College, Abuja, Nigeria using a deployed workforce of MI specialist instructors. These activities will be delivered under a single unified commercial contract.

4.3.2. The Authority expects the Supplier to base their instructors in Abuja. Transport to and from the AFN Defence Intelligence College will be the responsibility of the Supplier.

#### 4.4. Timeframe

4.4.1. The Term of the Call-Off Contract is expected to be up to 8 months. The contract is anticipated to commence on 12 Jul 2024 and end on 29 Mar 2025.

# 4.5. **Type of contract**

- 4.5.1. The contract will be an Output based contract, with fixed prices agreed at the outset linked to Phases and Outputs with payments directly linked to the successful delivery of agreed Outputs.
- 4.5.2. The Supplier will be expected to deliver the most economical solution that meets the requirements and delivers the Outputs.

# 5. <u>Supplier's responsibilities</u>

#### 5.1. All Phases

- 5.1.1. The Supplier shall deliver services to the Authority in accordance with the requirements described in section 4 (Scope), 5 (Supplier responsibilities) and 6 (Outputs and Deliverables) of this SOR and as otherwise agreed in project workplans or Contract Variations.
- 5.1.2. The Supplier shall engage, coordinate and communicate as set out below:
  - 5.1.2.1. Maintain engagement with the Authority and the Project team;
  - 5.1.2.2. Maintain engagement with the key stakeholders/beneficiaries;
  - 5.1.2.3. Manage stakeholder expectations regarding the Project's duration, explaining the fixed period nature of the Project;
  - 5.1.2.4. Keep a register of engagements and supply the Project lead with the minutes of key engagement meetings or correspondences; and
  - 5.1.2.5. Advise on the design and support delivery of the Project's external communications, including but not limited to producing and implementing a strategic communications strategy (in conjunction with the Project lead); and being responsive to ad-hoc communications related enquiries from the Project team.
- 5.1.3. The Supplier shall provide activity, project and contract management as set out below:
  - 5.1.3.1. All documentation Deliverables/Outputs must be produced in Microsoft Office compatible format unless otherwise agreed;
  - 5.1.3.2. Manage projects and programmes according to current industry best practice including managing risks and issues; and

5.1.3.3. Provide any and all reports as set out in section 8 (MREL) and 11 (Financial Management) of this SOR and as agreed from time to time in the Project workplan or Results Framework.

#### 5.2. **Inception Phase requirements**

- 5.2.1. The Supplier shall within two (2) weeks of contract signature, submit a draft version of the workplan incorporating the Outputs.
- 5.2.2. The Supplier shall make maximum use of aide-memoires, precis, and interactive training methods to assist learning. The Supplier will be required to submit the following course training material to the Authority for approval prior to deployment: Lesson plans, Learning Specifications, Assessment Strategy, and any Aide-memoires/precis/learning references.
- 5.2.3. The Supplier shall, prior to the end of the Inception Phase, have delivered the final workplan; Results Framework and MREL as agreed with the Authority. The workplan will be an adaptive document and will form the basis of regular reviews to monitor delivery progress. Any changes to the workplan will be agreed in writing between the Supplier and Authority.
- 5.2.4. The Supplier shall have completed the appointment of all Key Personnel and members of the core team prior to the end of the Jul 2024.
- 5.2.5. The Supplier shall have provided evidence of successful Nigerian Visa issue no later than 14 Aug 2024.
- 5.2.6. Accommodation and feeding are the responsibility of the Supplier, but when available, accommodation will be provided by BMATT at BHC Victor 2 at nil cost to the Supplier. The supplier must confirm availability of accommodation at V2 before deployment and make contingency plans to provide their own accommodation in the event of non-availability.

#### 5.3. Implementation Phase requirements

- 5.3.1. The Supplier shall deliver the suite of 10 MI Courses detailed in Section 6 (Outputs).
- 5.3.2. The Supplier shall deliver the Training Objectives (TOs) detailed in Section 6 (Outputs).
- 5.3.3. The Supplier shall maintain attendance records for all trainees and a record of each trainee's attendance and completion of each element of the training.
- 5.3.4. The Supplier shall, on completion of the training, provide copies of records to the CSSF Project Analyst for invalidation and ex-validation training efficacy analysis.
- 5.3.5. The Supplier shall ensure that all trainees are subjected to formative and summative assessment across the TOs detailed in Section 6 (Outputs).

- 5.3.6. The Supplier shall produce individual course reports for each trainee which must be provided to the CSSF Project Analyst within 7 days of each course completion. These reports are to include the results of any tests or assessments, plus an appreciation of the trainee's capabilities and suitability to fulfil the role for which they have been trained, alongside any recommendations for future employment and professional development. The inclusion of any extreme or excessively negative comments are to be discussed with BMATT beforehand.
- 5.3.7. The Supplier shall issue each trainee with a 'certificate of attendance' only, detailing participation of the course. No UK Defence qualification will be issued. Course certificates should feature both the Supplier and BMATT logos and will require Authority approval before issue. Certificates should be presented to individuals on the final day of each course. A short closing ceremony should be programmed for this purpose.
- 5.3.8. The Supplier shall provide all necessary IT to support training delivery and effective administration. All IT will need to be compatible with the local power supply (240v, 3 pin). Tenders should include contingencies for any power failure which would impact training outputs.
- 5.3.9. The Supplier shall incorporate Business Continuity planning into all aspects of project delivery to ensure essential operations can proceed during a period of crisis or unintended disruption. Continuity planning should aim to minimize the impact of unintended consequences by increasing resilience in critical areas such as manpower, physical resources, and time.
- 5.3.10. The Supplier shall deal with any discipline, welfare or administrative issues sensitively and in collaboration with BMATT, and be mindful of the potentially harmful impact of a poorly-handled situation.
- 5.3.11. The Supplier shall be mindful of cultural sensitivities when dealing with Nigerian personnel. Cultural Awareness for all deploying instructors is essential.
- 5.3.12. The Supplier shall report any potential cause of offence to Host Nation (HN) personnel or any other stakeholder to the BMATT at the earliest opportunity.

#### 5.4. Exit Phase requirements

- 5.4.1. During the Exit Phase, the Supplier shall provide a project completion report; lessons learnt document; asset management disposal plan; and handover plan for all material/documents produced during the project; and any other deliverables agreed between the Authority and Supplier for inclusion in the project exit plan ("Exit Plan").
- 5.4.2. At the conclusion of the MI Courses, all personal data will be deleted from the Supplier's laptops.

# 5.5. **Resourcing requirements**

- 5.5.1. A proposed resourcing structure, including administrative support in the UK, as well as the instructors delivering training at the Defence Intelligence College in Abuja, Nigeria (this is to be provided in the tender response at Question 1.4.2).
- 5.5.2. The Supplier shall be responsible for ensuring they propose and maintain the right mix of people, skills and expertise to deliver the contract throughout the Term of the Call-Off Contract.
- 5.5.3. The Supplier must be prepared to work flexibly if required and respond quickly to unforeseen or changing requirements of the programme. If the Supplier is unable to meet a new request or change in agreed Deliverables from the Authority using the contracted personnel, the Supplier must have in place cost effective and efficient processes for sourcing and/or sub-contracting the necessary expertise in order to meet these requests in a timely manner.

#### 5.6. Skills and competencies requirements

- 5.6.1. Each course will be delivered by a single contractor instructor. These contractors must be able to evidence suitability for employment for delivery of these courses with two past performance citations / references for training delivery conducted in the past three years. The Contractor instructors must be former military or Law Enforcement personnel with Military Intelligence Knowledge, Skills and Eexperience of operational headquarters and collaboration with international partners. Previous instructional experience of African Armed Forces is essential, Armed Forces of Nigeria is desirable. The supplier is to clearly demonstrate workforce experience in the provision / delivery of the required courses.
- 5.6.2. Individuals must be self-motivating and possess excellent interpersonal skills. They must be capable of working collaboratively and diplomatically across a broad range of AFN personnel, whilst creating and exploiting capacity building opportunities.
- 5.6.3. The Supplier is responsible for providing a workforce which comprises suitably qualified and experienced persons (SQEP) for the role they are to fulfil under the auspices of the contract. Deploying personnel should be physically and mentally robust enough to cope with the rigours of operating in an extreme climatic environment, and capable of withstanding a potentially deteriorating security situation which could involve extreme physical exertion and risk-to-life situations.
- 5.6.4. CVs for the proposed workforce are a mandated component of the Supplier tender submission. The supplier must provide specific evidence of Intelligence Fusion, ISR, UAS and training/coaching/mentoring in their workforce over the past three years. Trainer details for each course should feature in the course training plans.

#### 5.7. Specific regional / in-country requirements

- 5.7.1. The training is to be delivered at the Defence Intelligence College, Abuja. Accommodation and transport to the site will be responsibility of the Supplier, although accommodation may be available at the British Defence Staff V2 accommodation compound if not being utilised by BDS / BHC personnel. The Supplier shall engage with the Authority three (3) weeks before the deployment of their instructors to confirm accommodation availability.
- 5.7.2. The Supplier must be self-sufficient in the provision of any training aids, unless confirmed otherwise by the Authority. The provision of projectors and screens, printing, photocopying, models, graphics, and training materials by the AFN cannot be guaranteed.
- 5.7.3. The Authority will not be responsible for, or provide travel support to the Supplier. The Supplier will be responsible for the administration and acquisition of all flights to Abuja and transport throughout the contract. The Authority will not provide financial or administrative support for any necessary requirements for travel to Nigria, including Passport and Visa administration.

#### 5.8. Other requirements

#### 5.8.1. Quality Assurance

5.8.1.1. The Authority expects that the Supplier will have robust quality assurance processes in place to ensure the quality and effectiveness of the services to be delivered.

# 5.8.2. Risk Management

- 5.8.2.1. The Supplier shall produce a robust assessment of the key risks, detail their approach to risk management and how they propose to manage and mitigate risks for the duration of the contract (this is to be provided in the tender response at Question 1.4.1). This will be revisited and reflected on and updated regularly throughout project implementation. The Supplier shall be proactive in identifying risks or threats to programme delivery.
- 5.8.2.2. All written and verbal content, instructional presentations and materiel for these MI courses will be UNCLASSIFIED.
- 5.8.2.3. Suppliers should consider how they will adapt and respond to changes in context and any potential alterations to the project.
- 5.8.2.4. The Supplier will be required to identify financial and programme risks in order to undertake necessary mitigation actions. Any risk mitigations should be agreed in consultation with the Authority.

#### 5.8.3. Gender Sensitivity

5.8.3.1. The Authority views gender equality and women's rights as central to promoting peace and stability overseas. This project will take into

- account any gender-related differences; consider its contribution to reducing inequality between persons of different gender; and ensure that the project does no harm to any particular gender group.
- 5.8.3.2. As such, consideration for gender and social inclusion must be fully integrated across all aspects of the intervention. The project design must be underpinned by a full gender and social inclusion analysis (completed in Q1 of the project cycle) that is monitored and updated regularly, and that demonstrably shapes the project's design and implementation, with concrete commitments and action demonstrating the project is designed to have a positive impact on advancing gender equality and/or the empowerment of women and girls, reducing gender discrimination or inequalities, or meeting gender-specific needs.
- 5.8.3.3. This project must meet the Organisation for Economic Cooperation and Development's Development Assistance
  Committee's Gender Equality Marker One (GEM-1) standard as a minimum. To meet the standards for GEM 1, the following will be required: at least one explicit gender equality objective backed by at least one gender-specific indicator; data and indicators are disaggregated by sex where applicable (and additionally age, disability status, geography where appropriate).

### 5.8.4. Disability

- 5.8.4.1. The UK is keen to maintain a focus on disability in its programmes. We take a rights-based approach to disability inclusion in line with the United Nations Convention on the Rights of Persons with Disabilities. This recognises that disability results from the interaction between persons with impairments and the society around them. It is caused by attitudinal and environmental barriers that hinder the full and effective participation in society on an equal basis with others.
- 5.8.4.2. The Tender shall include details about how the Bidder intends to design, develop and implement the project in ways that take into account the needs and capabilities of people with disability and other vulnerable groups.

#### 5.8.5. Conflict Sensitivity

- 5.8.5.1. The Authority requires suppliers to take a robust approach to conflict sensitivity. This includes going beyond 'do no harm' principles to include maximising opportunities for positive effect on peacebuilding and conflict dynamics, such as improved community relations and enhanced mediation, and good governance.
- 5.8.5.2. The Authority also expects suppliers to demonstrate an understanding of how the project might affect/is affected by extremist groups and can contribute to addressing drivers and enablers of

violent extremism. This requires a well elaborated conflict sensitivity plan, including how conflict sensitivity will be brought into design (including processes, baseline analysis), implementation, monitoring, evaluation and lessons learning, and conflict sensitive communications. It requires the Supplier to have the required team capacities, and an approach to building the capacity of beneficiaries and other stakeholders on conflict sensitivity.

#### 5.8.6. **Duty of Care**

- 5.8.6.1. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties delivering activities under this Call-Off Contract. The Supplier is responsible for the appropriate security arrangements and documentation required for in-country personnel. The Supplier shall also be responsible for the provision of suitable security arrangements for their domestic and business property. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that all Personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website and the Supplier must ensure all Personnel are briefed and up to date with the latest position.
- 5.8.6.2. The Supplier has developed their Tender response on the basis of being fully responsible for Duty of Care in line with the details provided above. The supplier has confirmed during the Tender process that:
  - 5.8.6.2.1. The Supplier fully accepts responsibilitiy for security and Duty of Care.
  - 5.8.6.2.2. The Supplier understands the potential risks and has the knowledge and experience to develop an effective risk mitigation plan.
  - 5.8.6.2.3. The Supplier has the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 5.8.6.3. Acceptance of responsibility has been supported by evidence of capability during the tender process. The supplier has considered the following questions:
  - 5.8.6.3.1. 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?
  - 5.8.6.3.2. 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?
- 5.8.6.3.3. 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?
- 5.8.6.3.4. 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)?
- 5.8.6.3.5. 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?
- 5.8.6.3.6. Have you appropriate systems in place to manage an emergency/incident if one arises?

#### 5.8.7. Cyber Security

5.8.7.1. The project and its suppliers are likely to be the target of cyber-attack during the life of the project. In line with the CSSF Framework the Supplier must be Cyber Essentials accredited.

#### 5.8.8. Asset Management

5.8.8.1. The Supplier shall produce an asset management plan as part of the Tender process where assets exist or are created within the delivery plan for this programme. The Authority will then determine how the assets are disposed of at the end of the programme as part of the closure activities. All assets will be disposed of in a way that represents best value for money with a clear record of decision making, including approval by the Authority's project SRO and in accordance with relevant legislation on asset disposal.

#### 5.8.9. Safeguarding

The Authority's aim across all its programming is to avoid doing harm by ensuring that their interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. The Authority seeks to ensure their interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments, therefore, require partners to lead and robustly consider environmental and social safeguards through its own processes and to live up to the high standards in safeguarding and protection which the Authority requires.

# 6. Outputs

- 6.1. Following contract signature, the Authority's Commercial Team will move quickly to arrange introduction meetings between the Supplier and relevant Authority stakeholders. This will allow the Supplier to create and provide a workplan and confirm planned activities for the Outputs listed in Table 1.
- 6.2. The draft workplan is expected to incorporate, but not be limited to the following scope of activities and Outputs as follows:

Output	Phase	Scope of activity	Timescale
1. Sp to MDMP / ESTIMATE	Implementation	Support to Military Decision Making process / The Intelligence Estimate	26 Aug – 6 Sep 24
Course		This course will provide students with a comprehensive understanding of the principles of a Military Intelligence (MI) Estimate. At the end of the course students will have conducted and fully understand the concepts and techniques involved in conducting MI Estimates. The course will equip students with the knowledge and skills necessary to analyse and assess complex operational environments, evaluate potential threats, and develop accurate intelligence assessments. Students will be competent at the systematic approach to gathering, analysing, and interpreting information, and critical thinking skills required to produce reliable and actionable MI Estimates.	
		Target Audience: Intermediate / Practitioner Level (OR6 – OF3) delivery.	
		Course duration: 2 weeks (10 Days Instruction).	
		Student MAXCAP: 30.	
		Instructors: 1	
		Training Objectives:	
		<ul> <li>Understand the importance and role of MI Estimates in military operations.</li> <li>Be able to explain the principles and concepts of Intelligence estimation.</li> <li>Apply the intelligence cycle to gather, process, analyse, and disseminate information.</li> <li>Demonstrate proficiency in identifying and assessing information.</li> <li>Utilise analytical techniques to evaluate and synthesise intelligence.</li> <li>Identify and analyse potential threats and vulnerabilities and conduct SWOT analysis in operational environments.</li> </ul>	

		Effectively communicate intelligence findings to decision-makers.	
		Assessment Criteria:	
		<ul> <li>Individual and syndicate exercises throughout the course to confirm understanding.</li> <li>Class discussions and analysis of real-world intelligence scenarios.</li> <li>Group discussions and debriefings</li> <li>Final Assessment examination.</li> </ul>	
		Training Analysis:	
		All courses delivered by BMATT are subject to invalidation and ex-validation assessment by the CSSF Programme Manager / Training Analyst. These assessments are conducted with the students at the start of the course to assess existing competency, at the end of the course to measure improvement in those individuals, and finally after a period of 6 months to assess institutional measures of effect	
2. Open-Source	Implementation	Open-Source Intelligence (OSINT) for Military Operations	9 – 20 Sep 24
Intelligence Course		This course will equip students with the necessary skills and knowledge to effectively gather, analyse, and exploit open-source information for operational planning and decision-making. The course will cover various OSINT techniques, tools, and methodologies. These skills will ensure students are able to exploit publicly available information to enhance situational awareness and intelligence support.	
		Target Audience: Intermediate / Practitioner Level (OR6 – OF3) delivery.	
		Course Duration: 2 weeks (10 Days Instruction).	
		Student MAXCAP: 30.	
		Instructors: 1	
		Training Objectives:	
		<ul> <li>Understand the fundamentals of OSINT and its employment in Military Intelligence.</li> <li>Be able to collect and evaluate OS information from online and offline sources.</li> <li>Apply analysis to assess the credibility, relevance, and accuracy of OS data.</li> </ul>	

		<ul> <li>Be aware of data mining methods to efficiently gather information from social media platforms, websites, forums, and other digital sources.</li> <li>Conduct OSINT analysis to identify patterns, trends, and potential threats.</li> <li>Be aware of geospatial tools and mapping techniques to visualize and interpret open-source data.</li> <li>Be able to inform operational planning and decision-making processes through OSINT.</li> <li>Clearly understand legal and ethical considerations related to OSINT collection and</li> </ul>		
		dissemination.		
		Assessment Criteria:		
		Students will engage in practical exercises, case studies, and group discussions to reinforce the concepts learned. Hands-on experience with OSINT tools and platforms must be provided to enhance practical skills.		
		Training Analysis: As above.		
3. Targeting	Implementation	Basic Principles and Awareness of Military Targeting	23 Sep – 4 Oct 24	ļ.
Awareness Course		This is an awareness only course and does not qualify participants as legally qualified 'targeteers'		
		This course will provide students with an awareness and understanding of the fundamental concepts and principles associated with targeting in a military context. At the end of the course students will have the knowledge and skills necessary to effectively identify, evaluate, and engage targets in various operational environments. Through a combination of theoretical instruction, case studies, and practical exercises, participants will develop the foundational skills required for successful targeting operations.		
		Target Audience: Awareness (OR6 – OF4) delivery.		
		Course Duration: 2 weeks (10 Days Instruction).		
		Student MAXCAP: 30.		
		Instructors: 1		
		Training Objectives:		
		Have a clear understanding of the legal and ethical considerations associated with targeting.  Independent the role and importance of targeting in military appreciance.		
		Understand the role and importance of targeting in military operations.		

		<ul> <li>Identify and assess potential targets based on operational requirements and objectives.</li> <li>Apply the principles of target prioritization and selection to maximize mission success.</li> <li>Analyse target vulnerabilities, including critical nodes, systems, and infrastructure.</li> <li>Understand the concept of target analysis to support decision-making.</li> <li>Be aware of targeting methodologies, tools, and technologies.</li> <li>Understand coherence of planning and executing targeting operations with other military functions.</li> <li>Evaluate the effectiveness and impact of targeting operations.</li> <li>Understanding the importance of jointry in targeting.</li> </ul> Assessment Criteria: Emphasis must be made from the outset that the Basic Principles and Awareness of Military Targeting course is for awareness only. The course will be delivered through a combination of lectures, presentations, case studies, group discussions, practical exercises, and simulation-based scenarios. Throughout the course, students will have the opportunity to apply the concepts learned through exercises and scenarios to demonstrate their understanding and decision-making abilities. Confirmatory understanding of the course material will be assessed through quizzes, written assignments, practical exercises, and a final examination. Training Analysis: As above.	
4. SIGINT Course	Implementation	Signals Intelligence (SIGINT)  This course will provide military personnel with an understanding of SIGINT analysis techniques and methodologies. The course will develop student's knowledge and skills to collect, analyse, and interpret signals intelligence data to support military operations. Students will learn the essential principles, tools, and practices used in SIGINT analysis and conduct practical exercises and simulations.  Target Audience: Specialised SIGINT Practitioner (OR6 – OF3) delivery.  Course Duration: 2 weeks (10 Days Instruction).  Student MAXCAP: 30.  Instructors: 1	7-18 Oct 24
		<ul><li>Training Objectives:</li><li>Understand the role SIGINT in military operations.</li></ul>	

		<ul> <li>Understand and demonstrate knowledge of the legal and ethical considerations associated with SIGINT.</li> <li>Apply the basic principles of signal interception, collection, and processing.</li> <li>Analyse intercepted signals to identify patterns, trends, and potential threats.</li> <li>Understand how to gather SIGINT on entities or activities.</li> <li>Produce a report based on SIGINT analysis findings.</li> <li>Understand how SIGINT operates with other intelligence disciplines.</li> <li>Apply critical thinking to SIGINT analysis scenarios.</li> </ul> Assessment Criteria: <ul> <li>Final examination that will cover course material and concepts.</li> <li>Affirmation of understanding throughout the course with group discussions and instructor / student interaction.</li> <li>Individual feedback and evaluation.</li> </ul> Training Analysis: As above.	
5. C2 BM and MDMP Course	Implementation	Command and Control, Battlespace Management and Intelligence Support to Military Decision Making Process (C2 BM and MDMP).  This course should provide military and OGD personnel with an understanding of the fundamental concepts, theories, and techniques related to effective command, control, and decision-making in military operations. This course aims to enhance the critical thinking, strategic planning, and decision-making skills of participants, enabling them to make informed and efficient decisions in complex operational environments. The course will cover theoretical foundations, practical applications, and case studies to facilitate learning and skill development.  Target Audience: Advanced / Staff Officer level (OF2 – OF4) delivery.  Course Duration: 2 weeks (10 Days instruction).  Student MaxCap: 30.  Instructors: 1.  Training Objectives:  Understand the concepts and principles of C2 and MDMP on operations.	21 Oct – 1 Nov 24

		<ul> <li>Develop critical thinking skills necessary for analysing complex situations and making effective decisions.</li> <li>Explore various decision-making models and their applications in military contexts.</li> <li>Understand the role of communication, information management, and situational awareness in command and control.</li> <li>Enhance leadership skills to effectively lead and coordinate military units in dynamic environments.</li> <li>Analyse case studies and historical examples to extract valuable lessons and apply them to real-world scenarios.</li> <li>Develop effective planning and execution strategies to achieve mission objectives.</li> <li>Foster collaborative decision-making and teamwork within military units.</li> </ul>	
		Assessment Criteria:	
		<ul> <li>Test and assessments to gauge comprehension of theoretical concepts and principles.</li> <li>Case study analysis and group discussions to apply learned principles to real-world scenarios.</li> </ul>	
		Practical exercises and simulations to test decision-making skills in simulated operational environments.	
		<ul> <li>Individual and group projects to develop planning and execution strategies for assigned scenarios.</li> <li>Final examination covering the entire course content.</li> </ul>	
		Training Analysis: As above.	
6. IMINT Course	Implementation	Imagery Intelligence (IMINT)	4 -29 Nov 24
		This course will provide students with a foundation in the principles and techniques of IMINT. Students will learn how IMINT fits within the collection plan of intelligence gathering and its role in the MDMP. Students will finish the course with the necessary skills to effectively analyse and interpret imagery from various platforms and capabilities to extract actionable intelligence.	
		Target Audience: Specialised IMINT Practitioner Level (OR6 – OF3) delivery.	
		Course duration: 4 weeks (20 Days Instruction).	
		Student MAXCAP: 30.	
		Instructors: 1	

		Training Objectives:	
		<ul> <li>Understand the concepts and principles of Imagery Intelligence analysis.</li> <li>Identify different types of imagery sources, such as satellite imagery, aerial photography, and unmanned aerial systems (UAS).</li> <li>Receive practical lessons employing analytical techniques to extract information from images.</li> <li>Interpret and evaluate imagery products to derive assessments.</li> <li>Apply critical thinking and analytical skills to solve problems during imagery analysis.</li> <li>Be introduced geospatial tools and software used in the analysis of imagery.</li> <li>Understand integration with other intelligence disciplines to create intelligence products.</li> <li>Produce intelligence assessments via written and oral presentations.</li> <li>Understand ethical guidelines and legal considerations of IMINT.</li> </ul> Assessment Criteria: <ul> <li>Practical application and confirmation of understanding via exercises and case studies throughout the course.</li> <li>Final examination.</li> </ul>	
		Training Analysis: As above.	
7. Intelligence FUSION Course	Implementation	Intelligence FUSION  This course will equip students with the skills to understand the management and processing of multiple intelligence sources to produce a co-ordinated intelligence assessments and summaries to inform operational understanding of the intelligence picture and shared situational awareness. Students will learn how to grade, cohere, and fuse multi-domain intelligence feeds for an optimised product. Students will learn how to best process Intelligence consisting of all relevant and available data, information, ISR and other assessments provides higher accuracy and confidence levels.  Target Audience: Intermediate / Practitioner Level (OR6 – OF3) delivery.	2 – 13 Dec 24
		Course duration: 2 weeks (10 Days Instruction).	
		Student MAXCAP: 30.	
		Student WAXCAP. 30.	
		Instructors: 1	
		Training Objectives:	

		<ul> <li>Understand the concept of multiple-source approach to intelligence development by considering every available relevant source/data/information.</li> <li>Understand the theory of activity-based intelligence (ABI) methodology is a means of enabling a problem-centric approach.</li> <li>Demonstrate ABI methodology competence in the exploitation and analysis of all available data.</li> <li>Understand the theory of building and maintaining a dynamic, agile and adaptable operational intelligence architecture based on the principles of collaboration and fusion.</li> <li>Understand the theory of blending of intelligence, information and data from multiple sources or agencies into a coherent picture in such a manner that the origin of the initial individual items is no longer apparent.</li> <li>Assessment Criteria:</li> <li>Practical application and confirmation of understanding via exercises and case studies throughout the course.</li> <li>Final examination.</li> <li>Training Analysis: As above.</li> </ul>		
8. SSE Course	Implementation	The Sensitive Site Exploitation (SSE) course will provide military personnel with a comprehensive understanding of SSE operations, techniques, and procedures. At the end of the course students will have the necessary knowledge and skills to conduct SSE effectively and safely in various operational environments. This course will be delivered through a combination of theoretical lessons and practical exercises, and students will learn the fundamental principles of SSE, including evidence collection, intelligence gathering, and site security.  Target Audience: Fundamental Skills (OR4 – OF2) delivery.  Course Duration: 1 week (5 days instruction)  Student MAXCAP: 30.  Instructors: 1  Training Objectives.  Understand the purpose, scope, and importance of SSE in military operations.	13 – 17 Jan 25	
		<ul> <li>Identify and classify different types of sensitive sites and prioritize their exploitation.</li> <li>Apply proper SSE planning techniques to maximize operational effectiveness.</li> </ul>		

9. ISR Mgrs Course	Implementation	<ul> <li>Safely and systematically conduct SSE operations in accordance with established protocols.</li> <li>Collect, preserve, and document evidence and intelligence materials found at sensitive sites.</li> <li>Apply basic techniques for processing, analysing, and exploiting collected materials.</li> <li>Implement effective security measures to protect sensitive sites and personnel during SSE operations.</li> <li>Understand the legal and ethical considerations associated with SSE activities.</li> <li>Assessment Criteria.</li> <li>Practical Exercises and Evaluation.</li> <li>Conduct simulated SSE operations.</li> <li>Evidence collection and processing exercises.</li> <li>Security drills and response to simulated threats.</li> <li>Final assessment and course review.</li> <li>Training Analysis. As above</li> <li>Intelligence, Surveillance, and Reconnaissance (ISR) Management Training</li> <li>This course will provide students with the knowledge, skills, and tools required to effectively plan, coordinate, and execute intelligence, surveillance, and reconnaissance operations. Students will</li> </ul>	20 Jan – 14 Feb 25	
		learn the fundamentals of ISR management, including collection, analysis, and dissemination of information, as well as the integration of various ISR assets and platforms into operational planning. The course will cover both theoretical concepts and practical exercises to enhance the participants' understanding and proficiency in ISR management.		
		Target Audience: Intermediate / Practitioner Level (OR4 – OF3) delivery.		
		Course Duration: 4 weeks (20 days instruction)		
		Student MAXCAP: 30.		
		Instructors: 1		
		Training Objectives		
		<ul> <li>Understand the role and importance of ISR in military operations.</li> <li>Demonstrate knowledge of ISR assets, platforms, and their capabilities.</li> <li>Apply principles of ISR planning, coordination, and execution.</li> </ul>		

		<ul> <li>Utilize various collection methods and techniques in ISR operations.</li> <li>Analyse and evaluate ISR data to produce actionable intelligence.</li> <li>Effectively disseminate and share intelligence products with relevant stakeholders.</li> <li>Integrate ISR assets into operational planning and decision-making processes.</li> <li>Apply advanced ISR management techniques for complex scenarios.</li> <li>Understand legal and ethical considerations in ISR operations.</li> <li>Collaborate and coordinate with other military units and agencies involved in ISR activities.</li> </ul>	
		Assessment Criteria	
		<ul> <li>Practical application and confirmation of understanding via exercises and case studies throughout the course.</li> <li>Final syndicated exercise to incorporate verbal briefings and individually demonstrate practical ISR Mgt competency / proficiency.</li> <li>Final individual examination.</li> </ul>	
		Training Analysis. As above.	
		All courses delivered by BMATT are subject to invalidation and ex-validation assessment by the CSSF Programme Manager / Training Analyst. These assessments are conducted with the students at the start of the course to assess existing competency, at the end of the course to measure improvement in those individuals, and finally after a period of 6 months to assess institutional measures of effect.	
10. IPOE Course	Implementation	Intelligence Preparation of the Operational Environment (IPOE)  The IPOE course will provide students with a comprehensive understanding of the principles, methodologies, and tools involved in conducting IPOE analysis. Students will leave the course understanding the criticality of IPOE as a process that enables military commanders and decision-makers to gain a comprehensive understanding of the operational environment. This course will equip students with the necessary skills to conduct IPOE analysis in support of mission planning and execution.	17-28 Feb 25
		Target Audience: Intermediate Skill (OR6 – OF3) Delivery.	
		Course Duration: 2 weeks (10 Days)	
		Student MAXCAP: 30.	
		Instructors: 1	

#### **Training Objectives:**

- Understand the importance of Intelligence Preparation of the Operational Environment (IPOE) analysis in military operations.
- Gain knowledge of the IPOE process and its key components.
- Develop proficiency in using analytical tools and techniques for IPOE analysis.
- Learn to gather, evaluate, and integrate various sources of intelligence information.
- Acquire the skills to conduct terrain analysis and evaluate its impact on military operations.
- Identify and assess potential threat actors and their capabilities.
- Analyze cultural, social, political, and economic factors influencing the operational environment.
- Generate comprehensive IPOE products and reports for decision-makers.
- Understand the role of IPOE analysis in mission planning and execution.
- Demonstrate the ability to work collaboratively as part of a multidisciplinary intelligence team.

#### **Assessment Criteria**:

Conduct a 1 day syndicated analysis and IPOE production exercise and brief a Nigerian based scenario to the Directing Staff.

Training Analysis. As above.

#### 7. Performance Management and Results Framework

7.1. Supplier performance shall be measured against delivery of the Outputs in section 6 and all courses delivered are subject to invalidation and ex-validation assessment by the CSSF Training Analyst. These assessments are conducted with the students at the start of the course to assess existing competency, at the end of the course to measure improvement in those individuals, and finally after a period of 6 months to assess institutional measures of effect. The CSSF Training Analyst employs the TASER system for data collection and the supplier will be expected to engage with and provide support to this in his assessment of training effects.

#### 8. Monitoring, Reporting, Evaluation and Learning (MREL)

- 8.1. Trainees' start-states cannot be guaranteed. As such, a broad range of pre-existing academic abilities and technical competencies should be anticipated. Initial assessment of trainees early in course delivery will help trainers determine the requisite pace of training delivery and realistic learning outcomes. Following prior consultation with the Authority, the Supplier should be prepared to adjust the CTP as required to optimise training outcomes.
- 8.2. The supplier will produce a robust, written analytical MREL framework which measures the results and effectiveness of the programme. This framework will demonstrate quality where it sets out how and when progress on the contract will be assessed and understood, how assumptions will be tested and how learning will feed back into the planning of project inputs. The Supplier will also be expected to demonstrate how they will ensure an independent approach to assessing their delivery of the contract.
- 8.3. The Supplier shall submit the following reports to the project SRO as set out below:

#### 8.3.1. Weekly

8.3.1.1. Written update of progress against each Output ahead of a monthly oversight meeting with the project SRO. The exact proforma will be agreed during the Inception Phase, but as a principle, brevity is encouraged and the written update should include progress so far; successes, risks, issues and opportunities; financial forecast against agreed budget; Results Framework; and the workplan for each Output for the month ahead.

#### 8.3.2. End of Phase

8.3.2.1. Formal end of Phase report for each Phase, the exact proforma will be agreed during the Inception Phase but in principle aligned to workplan, Outputs; financial reporting and the Results Framework.

#### 8.3.3. End of project

8.3.3.1. End of project report, the exact proforma to be agreed but in principle aligned to the workplan; lesson learnt; assessment of project success; Outputs; financial reporting, the Results Framework and Exit Plan.

#### 8.3.4. Meetings

8.3.4.1. The Supplier shall meet with the Authority on a weekly basis; at the end of each phase; and as otherwise reasonably requested.
Meetings will generally be held in person at HQ BMATT, Abuja, Nigeria or as otherwise agreed.

#### 9. Budget

- 9.1. This project budget for the 10 MI Training Courses from 1 July 2024 to 28 Mar 2025 is approximately £390,000.
- 9.2. Bidders for this contract shall present their Tenders in such a way as to meet the delivery requirements and maximise VfM for the Approver.

#### 10. Break points

- 10.1. The Call-Off Contract will remain subject to clauses 43, 44 and 45 of the CSSF Framework Agreement and clause 3.2 of the Call-Off Contract.
- 10.2. The Contract will contain monthly break clauses. Decisions will be made on performance against achievement of Deliverables, Key Performance Indicators, Budget availability and prevailing Authority priorities.

## 11. Financial Management and Payments

- 11.1. The payment schedule will be set out in line with the project delivery workplan and agreed Output based payment plan (Annex B).
- 11.2. Where the Services will be provided on a fixed price basis, then the fixed price shall be paid in accordance with the provisions of the Call-Off Contract, 7.Fixed Price.
- 11.3. Where the Services will be provided on an activity or time and materials basis, then the price shall be paid in accordance with the provisions of the Call-Off Contract, 8. Time and Material.
- 11.4. The Suppier will be required to provide a detailed breakdown on a proposed budget allocation throughout the life of the contract and demonstrate how it provides good value for money.
- 11.5. Output-based payments will be made against the agreed timetable of delivered products and services. No payments will be made in advance of need or delivery and each payment shall be subject to MOD approval of the associated Output using the verification method included in Annex B or as otherwise agreed from time to time.

- 11.6. Payments will be made in arrears in accordance with the CSSF Framework Agreement. Any unspent annual budget will not be automatically transferred to the next financial year.
- 11.7. Proposals should be made in British Pound Sterling (GBP) and the Supplier will be required to report and receive payment in GBP. Please note that managing exchange risk fluctuations is the responsibility of the Supplier.
- 11.8. Expenses (including but not limited to Travel, Subsistence, Accommodation, Office Costs etc.) shall be paid monthly in arrears and shall be based on actuals, with the Price Schedule unit rates as a ceiling (provided they are in line with the overall budget agreed with the Authority and MOD policy on expenses).
- 11.9. Suppliers must ensure that the following costs do not exceed the below rates when delivering the project:
  - 11.9.1. Subsistence per person, per day in Nigeria: up to £18.00
  - 11.9.2. Meals and drinks, per person per day in Nigeria: up to £17.00
  - 11.9.3. Accommodation (room) per person, per day in Nigeria: up to £50.00
  - 11.9.4. Hotel to office, per day in Nigeria: up to £1.00
- 11.10. The Authority reserves the right to commission an additional external auditor or reserves the right to conduct financial spot checks during the life of the contract. Should the Authority exercises this right, all costs shall be funded by the Authority.

#### 12. Performance Management

12.1. Supplier performance shall be measured against delivery of the Outputs in section 6. All MI Courses that will be delivered will be subject to invalidation and ex-validation assessment by the CSSF Training Analyst. These assessments are conducted with the students at the start of the course to assess existing competency, at the end of the course to measure improvement in those individuals, and finally after a period of 6 months to assess institutional measures of effect. The CSSF Training Analyst employs the TASER system for data collection and the supplier will be expected to engage with and provide support to this in his assessment of training effects.

# Annex A: Output based payment schedule.

Output	Milestone Deliverables detailed at Paragraph 6	Verification Method	Verifiers	Due date	Invoice value (including anticipated expenses)
Output 1: Sp to MDMP / ESTIMATE Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	6 Sep 24	
Output 2: Open-Source Intelligence Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	20 Sep 24	
Output 3: Targeting Awareness Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	4 Oct 24	
Output 4: SIGINT Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	18 Oct 24	
Output 5: C2 BM and MDMP Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	1 Nov 24	
Output 6: IMINT Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	29 Nov 24	
Output 7:	Course is completed Syllabus delivered	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	13 Dec 24	

Intelligence FUSION Course	TOs successfully met Assessment Criteria Evidenced				
Output 8: SSE Cosurs	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	17 Jan 25	
Output 9: ISR MGRS Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	14 Feb 25	
Output 10: IPOE Course	Course is completed Syllabus delivered TOs successfully met Assessment Criteria Evidenced	Inval at Start of Course Exval at End of Course	CSSF Trg Analyst Programme Mgr	28 Feb 25	
				Total	

# Annex B: Call-Off Contract - Special Terms & Conditions

As detailed at Condition 16 of the Call-Off Contract the following Defence Conditions will apply:

Number	Edition	Title	
DEFCON 005J	18/11/16	Unique Identifiers	
DEFCON 129J	18/11/16	The Use Of The Electronic Business Delivery Form	
DEFCON 507	07/21	Delivery	
DEFCON 538	06/02	Severability	
DEFCON 566	10/20	Change of Control of Contractor	
DEFCON 632	11/21	Third Party Intellectual Property Rights	

Annex C: Lessons Learnt

Not applicable.

# Annex 2 – Supplier's Tender (Back to Contents)

Criteria	Suppliers Response
1.1 - Disclosures & Statements	
1.2 - Mandatory Acceptances	
1.3 - Financial Capacity & Management	
1.4. Proposed Solution Technical Response	

1.4. Proposed Solution Technical Response	
By signing here the Supplier confirms they have opened and represents the Supplier's Tender submitted in response to	
Signed	
Date	

# Annex 3 – Schedule of Prices & Rates (Back to Contents)

Output	Output Description	Cost Breakdown								
		Band	Daily Rate	No. of Days	Total Staff Cost	Travel & Subsistence (to include visas, accomodation and flights*)	Materials Actuals	Materials Profit	Total Materials	Total cost for Output
Output 1:	Delivery of Support to Military Decision Making process / The Intelligence Estimate Course - Instructor 1 (to include non working days)									
	Delivery of Support to Military Decision Making process / The Intelligence Estimate Course - Instructor 2 (if part of proposed solution, to include non working days)									
	Travel days in support of Output 1									
	Pre and Post course activity in support of Output 1									
	Management / Operational Costs (if applicable)									
	Non Project Attributable Costs (NPAC)									
Output 2:	Delivery of Open-Source Intelligence (OSINT) for Military Operations Course Instructor 1									
	Delivery of Open-Source Intelligence (OSINT) for Military Operations Course Instructor 2 (if part of proposed solution, to include non working days)									
	Travel days in support of Output 2									
	Pre and Post course activity in support of Output 2									

			O1 1 101/1L	SENSITIVE			
	Management / Operational Costs (if applicable)						
	Non Project Attributable Costs (NPAC)		l .				
Output 3:	Delivery of Basic Principles and Awareness of Military Targeting Course - Instructor 1						
	Delivery of Basic Principles and Awareness of Military Targeting Course - Instructor 2 (if part of proposed solution, to include non working days)						
	Travel days in support of Output 3						
	Pre and Post course activity in support of Output 3						
	Management / Operational Costs (if applicable)						
	Non Project Attributable Costs (NPAC)						
Output 4:	Delivery of Signals Intelligence (SIGINT) Course - Instructor 1						
	Delivery of Signals Intelligence (SIGINT) Course - Instructor 2 (if part of proposed solution, to include non working days)						
	Travel days in support of Output 4						
	Pre and Post course activity in support of Output 4						
	Management / Operational Costs (if applicable)						
	Non Project Attributable Costs (NPAC)				•	•	
Output 5:	Delivery of Command and Control, Battlespace Management and Intelligence Support to Military Decision Making Process (C2 BM and MDMP) Course - Instructor 1						
	Delivery of Command and Control, Battlespace Management and Intelligence Support to Military Decision Making Process (C2 BM and MDMP) Course - Instructor 2 (if part of proposed solution, to include non working days)						
	Travel days in support of Output 5						
L	1	<u>.                                    </u>			l		

			OI I IOIAL C					
	Pre and Post course activity in support of Output 5							
	Management / Operational Costs (if applicable)							
	Non Project Attributable Costs (NPAC)	<b>'</b>	- 1	1	<u> </u>	1	•	
Output 6:	Delivery of Imagery Intelligence (IMINT) Course - Instructor 1							
	Delivery of Imagery Intelligence (IMINT) Course - Instructor 2 (if part of proposed solution, to include non working days) Travel days in support of Output 6							
	Pre and Post course activity in support of Output 6							
	Management / Operational Costs (if applicable)							
	Non Project Attributable Costs (NPAC)							
Output 7:	Delivery ofIntelligence FUSION Course - Instructor 1							
	Delivery ofIntelligence FUSION Course - Instructor 2 (if part of proposed solution, to include non working days)							
	Travel days in support of Output 7							
	Pre and Post course activity in support of Output 7							
	Management / Operational Costs (if applicable)							
	Non Project Attributable Costs (NPAC)							
Output 8:	Delivery of Sensitive Site Exploitation (SSE) Training - Instructor 1							
	Delivery of Sensitive Site Exploitation (SSE) Training - Instructor 2 (if part of proposed solution, to include non working days) Travel days in support of Output 8							
	, , , , ,							
	Pre and Post course activity in support of Output 8							
	Management / Operational Costs (if applicable)							

	Non Project Attributable Costs (NPAC)	-					
Output 9:	Delivery of Intelligence, Surveillance, and Reconnaissance (ISR) Management Training - Instructor 1						
	Delivery of Intelligence, Surveillance, and Reconnaissance (ISR) Management Training - Instructor 2 (if part of proposed solution, to include non working days)						
	Travel days in support of Output 9						
	Pre and Post course activity in support of Output 9						
	Management / Operational Costs (if applicable)						
	Non Project Attributable Costs (NPAC)						
Output 10:	Delivery of Intelligence Preparation of the Operational Environment (IPOE) Course - Instructor 1						
	Delivery of Intelligence Preparation of the Operational Environment (IPOE) Course - Instructor 2 (if part of proposed solution, to include non working days)						
	Travel days in support of Output 9						
	Pre and Post course activity in support of Output 9						
	Management / Operational Costs (if applicable)						
	Non Project Attributable Costs (NPAC)						
				Total Co	ntract Val	lue	

By signing here the Supplier confirms they have opened and checked the embedded document/s in Annex 3 and it represents the Supplier's Tender submitted in response to tender reference 711010450 dated 22 May 2024.

Signed	
Date	

<sup>\*</sup> The Authority will only accept economy (non-flexible) flights. The Authority will not be liable for any other class of airline travel.

# <u>Annex 4 – Processing, Personal Data & Data Subjects</u> (Back to Contents)

This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

- 1. The contact details of the Controller's Data Protection Officer are: NA
- 2. The contact details of the Processor's Data Protection Officer are: NA
- 3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to CPG/8015/2022 Call-Off Contract 711010450 the Customer is the Controller and the Supplier is the Processor in accordance with Clause 33.2.1.
Subject matter of the processing	No Personal Data will be processed under this Call-Off Contract.
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	Not applicable
Type of Personal Data being Processed	Not applicable
Categories of Data Subject	Not applicable
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Not applicable

# Annex 5 - Insurances

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# REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

# **CALL-OFF CONTRACT REFERENCE: 711010450**

#### PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.

1.1 The Supplier.

#### 2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property:

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

## 3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence, the number of occurrences being unlimited. In respect of products and pollution liability, not less than £1,000,000 or 125% of the Charges (whichever is the greater) payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) for any one occurrence and in the aggregate per annum.

## 4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

#### 5. PERIOD OF INSURANCE

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

#### 6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

# 7. PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

# 8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

# 9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

## PART B: PROFESSIONAL INDEMNITY INSURANCE

#### 1. INSURED

1.1 The Supplier.

#### 2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

#### 3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence and in the aggregate per annum.

#### 4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex1 - Statement of Requirement.

## 5. PERIOD OF INSURANCE

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

## 6. COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

## 7. PRINCIPAL EXCLUSIONS

- 7.1 War and related perils
- 7.2 Nuclear and radioactive risks

#### 8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 each and every claim.

## 9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

# PART C: UNITED KINGDOM COMPULSORY INSURANCES

# 10. GENERAL

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

# Annex 6 - Supplier Code of Conduct

(APPENDIX 1A AND 1B OF THE FRAMEWORK AGREEMENT REFERS)

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# **FCDO Supply Partner Code of Conduct**

# **Principles**

FCDO aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers' funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter "the Code").

# **Overarching Principles for Supply Partners**

- ✓ Act responsibly and with integrity
- ✓ Be transparent and accountable
- ✓ Seek to improve value for money
- ✓ Demonstrate commitment to poverty reduction and FCDO priorities¹
- ✓ Demonstrate commitment to wider HMG priorities²

# **FCDO Supply Partner responsibilities**

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from FCDO where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

**Compliance Level 1 -** Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with FCDO with a combined value of £5m or above;

**Compliance Level 2 -** Supply Partners with an individual contract value below £1m, or two or more contracts /grants with FCDO with a value of less than £5m;

**Compliance Level 3 -** Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the EU contracting threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

## Scope

This Code forms part of FCDO's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at the appropriate level is also a requirement for FCDO direct and delivery chain Supply Partners in receipt of funding. FCDO will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

**1. Value for Money and Governance** Key Performance Indicators KPI 1 a - c

<sup>&</sup>lt;sup>1</sup> https://www.gov.uk/government/organisations/department-for-international-development/about#priorities

<sup>&</sup>lt;sup>2</sup> https://www.gov.uk/government/organisations/hm-treasury/about#priorities

Value for Money and financial transparency is an essential requirement of all FCDO commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. FCDO expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

# Specific requirements include:

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet FCDO requirements (e.g. Codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by FCDO at any time.

# 2. Ethical Behaviour Key Performance Indicators KPI 2 a- f

FCDO Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of FCDO, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to FCDO where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)

- Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable
  to the development sector (e.g. UN Global Compact principles) including awareness of
  modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the FCDO Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@FCDO.gov.uk or on +44(0)1355 843551

# 3. Transparency and Delivery Chain Management

Key Performance Indicators KPI 3 a - f

FCDO requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

FCDO recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with FCDO's treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure FCDO ethical behaviour standards are embedded and maintained.

# Specific requirements for direct Supply Partners include:

- ✓ Provide assurance to FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with FCDO up-to-date and accurate records of all downstream partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO 'reporting concerns' mail box³ found on FCDO's external website and of the circumstances in which this should be used:
- ✓ Publication of FCDO funding data in accordance with the International Aid Transparency Initiative (IATI)<sup>4</sup>
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

## 4. Environmental issues

Key Performance Indicators KPI 4 a - b

2

 $<sup>^{3} \ \</sup>underline{\text{https://www.gov.uk/government/organisations/department-for-international-development/about\#reporting-fraudule} \\$ 

<sup>4</sup> http://www.aidtransparency.net/

FCDO Supply Partners must be committed to high environmental standards, recognising that FCDO's activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to FCDO.

# Commitment to environmental sustainability may be demonstrated by:

- ✓ Formal environmental safeguard policies in place:
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative<sup>5</sup>).

# 5. Terrorism and Security

Key Performance Indicators KPI 5 a - d

FCDO Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

FCDO Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

# Specific requirements:

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ FCDO Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme<sup>6</sup>. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All FCDO Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development<sup>7</sup>, which sets out best practice in technologyenabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

# 6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to FCDO's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO

<sup>7</sup> http://digitalprinciples.org/

<sup>&</sup>lt;sup>5</sup> https://eiti.org/

<sup>6</sup> https://www.gov.uk/government/publications/cyber-essentials-scheme-overview

will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

# Specific requirements:

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact<sup>8</sup>;
- ✓ Practices in line with the International Labour Organisation (ILO) 1389 and the Ethical Trading Initiative (ETI) Base Code<sup>10</sup> are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2:
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

10 http://www.ethicaltrade.org/eti-base-code

<sup>8</sup> https://www.unglobalcompact.org/what-is-gc/mission/principles
9 http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\_ILO\_CODE:C138