

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR :Urbanisation and Infrastructure Research and Evaluation Manager -
Nigeria
PURCHASE ORDER NUMBER :PO8161

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, ("**DFID**"); Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA

AND : ICF Consulting Services Ltd. ("**Supplier**")
whose principal place of business, or, where the Supplier is a company,
whose registered office is situate at [REDACTED]

(and DFID and the Supplier together shall be the "**Parties**").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 ("the Services) to DFID Nigeria (the "Recipient"); and
- B.** the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	Standard Terms and Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices
Annex 1	ICF Consulting Services Ltd. Technical Proposal dated November 2017
Annex 2	ICF Consulting Services Ltd. Commercial Proposal dated November 2017
Annex 3	ICF Consulting Services Ltd. Clarification Emails received 25 November 2017 and 18 th December 2017

2. Contract Signature

If the original Form of Contract is not returned to the DFID Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Contract void.

No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the DFID Contract Officer.

3. Commencement Date and End Date of Initial Period

The Services shall commence on 21st December 2017 and the end date of the contract shall be 31st March 2018 .

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £288,575.00 exclusive of any government tax, if applicable.

5. Programme Name

The Programme Name to which this Contract relates is Urbanisation and Infrastructure Research and Evaluation Manager (URIEM) Nigeria .

6. Time of the Essence

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

Signed by an authorised signatory
for and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date:

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

Name:

Position:

Signature:

Date:



(September 2017)

Section 3

TERMS OF REFERENCE

1. Introduction

1.1 DFID Nigeria wishes to appoint ICF Consulting Services Ltd. (ICF) to finalise the outstanding research reports detailed in paragraph 4.

1.2 The submission of the final outputs of the research project will deliver research publications and policy briefings to DFID and other stakeholders. The research will cover the outputs agreed under the previous contract with ICF that ended on 20 August 2017: *Urbanisation and Infrastructure Research and Evaluation Manager Nigeria (UIREM)*. This contract ended before the submission of the final reports and DFID is therefore seeking to tender a new contract that will enable these outputs to be published.

2. Objective

2.1 DFID is seeking to appoint ICF to complete their role as Independent Research Manager until March 2018 to:

- Submit the final research reports and peer reviewed articles that can enhance understanding of urban development in Nigeria, influence policy as well as reports that speak to international research agendas on urbanisation. These outputs will address the agreed knowledge gaps on urbanisation in Nigeria.

2.2 The **expected outcomes** of this contract will be:

- Rigorous research across key themes in urban development which generate new knowledge and evidence on urbanisation for Nigeria and for cities in Sub-Saharan Africa. This knowledge will inform future urban development policy and programming both in DFID and more widely.

3. Recipient

3.1 The recipient of this work will be DFID Nigeria, DFID Research and Evidence Division, the Government of Nigeria and other partners and the wider community of infrastructure and urbanisation development professionals.

4 Scope of Work and Deliverables

4.1 Research deliverables

The following outputs are expected to be delivered under this Terms of Reference.

	Activity	Deadline
TA.2	Urbanisation and Urban Development in the Benue Basin	Report to be submitted to DFID in October 2017. Online publication by January 2018.
TA.3	Urban Change in a Northern Nigeria City – Kaduna 1967-2014	Due for online publication November 2017.
TB.2	Agglomeration, Industrial Development and Business-Civic Leadership: A Case Study of Lagos, Kano and Port Harcourt	Due for online publication November 2017.
TB.3	Design of a City Infrastructure Quality Index (CIQI) for Nigeria	Due for online publication November 2017.
TB.5	Agriculture, Markets, Migrants and the Urban System in Katsina State	Due for online publication November 2017.
TB.6	Economic Knowledge and the Urban Informal Economy in Nigeria	Due for online publication November 2017.
TB.7	Developing a Framework for Industrial Development Intervention in the South-East Region of Nigeria	Report to be submitted to DFID in October 2017. Online publication by January 2018.
TC.2	Transport, Poverty and Well-being in Urban Nigeria	Due for online publication November 2017.
TC.4	Participatory Well-being Assessment in Supporting the Capacity of Informal Settlement Dwellers to Resist Evictions	Report to be submitted to DFID in October 2017. Online publication by January 2018.
TC.5	Urban Infrastructure Projects and Displacement: How Can Engagement between Civil Society Groups and Planners Protect the Interests of the Urban Poor?	Report to be submitted to DFID in October 2017. Online publication by January 2018.
TC.6	Pathways Out of Urban Water Poverty	Due for online publication November 2017.

TC.7	Urban Crime in Nigeria: Trends, Costs and Policy Considerations	Due for online publication by January 2018
TD.2	Planning and Governance of Informal Urban Developments in Nigeria	Due for online publication November 2017.
TD.5	Adaptation of Urban Infrastructure to Enhance Climate Resilience in Nigeria	Report to be submitted to DFID in October 2017. Online publication by January 2018.
TD.6	Delivering Municipal Services through Effective Procurement of Local Infrastructure	Due for online publication November 2017.
TD.7	Examining the Potential for Metropolitan Governance in Nigeria	Due for online publication November 2017.
TD.8	Municipal Infrastructure and Services, Institutional Frameworks and Financing Arrangements in Nigerian Cities	Report to be submitted to DFID in October 2017. Online publication by January 2018.

4.2 Dissemination

Open Access outputs

Research outputs must be made 'open access.' This covers the whole range of final outputs produced by the project, including research reports, policy briefings, peer-reviewed journal articles, and edited books. In addition, collected raw or derived datasets will be deposited in a suitable open access discipline or institutional repository within 12 months of the last data collection period in a data repository. Open access to research and data will benefit the full range of stakeholders and actors in the Nigerian urban sector, and may lead to an increase of impact, through increased access for the target audience; and increased visibility and usage of the research results.

End of project conference

The end-of-project conference is planned for November 2017 will provide a good entry point to support the formation of institutional networks, such as the recently established National Resilient Cities Network (NCRN) hosted at Ahmadu Bello University (ABU), and will offer the opportunity to discuss and share urban research, policy, planning and project and programme level experiences and information. The conference has been endorsed by the Minister of Works, Power and Housing, H.E. Babatunde Fashola, and is being planned with staff from the Ministry, notably Arch. Eucharika Alozie (Head of PPP) and O. A. Lana (Deputy Director the Department of Urban and Regional Development). Finally, Urban Research Nigeria researchers sit in advisory

positions on international scientific bodies providing further scope for academic and policy influence.

5. Contract Management Arrangements

- 5.1 The project lead in ICF is responsible to submitting the research outputs to the programme manager in DFID Nigeria by the dates specified.
- 5.2 The quality of the research reports will be signed-off by the Team Leader in the Evidence into Action team in DFID's Research and Evidence Division.

6. Contractual Arrangements

- 6.1 DFID will issue a contract for the full project duration.
- 6.2 **DFID reserves the right to scale back or discontinue this project at any point (in line with our Terms and Conditions) if it is not achieving the results anticipated. Conversely, we may also scale up the project should it prove to be having a strong impact and has the potential to yield better results.**
- 6.3 DFID will use an output based milestone payment plan for this contract, where payment will be explicitly linked to supplier performance and effective delivery of project outputs listed in paragraph 4.
- 6.4 The total value of the contract will not exceed £288,575.

7. Timing

This contract will commence in October 2017 and finish on 31 March 2018.

8. Personnel

The contract will be awarded to ICF in order to finalise the research reports and bring the programme to an end on time and within budget. ICF will demonstrate an appropriate mix of personnel and programme management skills to achieve this outcome. Within the technical and commercial criteria ICF will provide composition of the team, detailed timeline of activities and outputs to achieve programme closure by March 2018.

9. Payment Mechanism

The assignment will be managed by a result based payment system, to be monitored by the SRO. The quality of the final research reports will be signed-off by the Research and Evidence Division.

10. Duty of Care

- 10.1 The Service Provider is responsible for the safety and well-being of their personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 10.2 DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID will provide the following:
- 10.3 A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.
- 10.4 Updates on security developments to the in-country programme manager, which they may use to brief their Personnel.
- 10.5 All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
- 10.6 ICF are responsible for ensuring appropriate safety and security briefings for all of their personnel working under this contract and ensuring, where appropriate that their personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and ICF must ensure they (and their personnel) are up to date with the latest position.
- 10.7 ICF will be responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc.). ICF must ensure their personnel receive the required level of security training, relevant to their organisational arrangements.
- 10.8 ICF must confirm that:
- They fully accept responsibility for Security and Duty of Care.
 - They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 10.9 Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence.

SUMMARY RISK ASSESSMENT MATRIX

DFID Overall Project/Intervention Summary Risk Assessment Matrix

Project/intervention title: Urbanisation and Infrastructure Research and Evaluation Manager – Nigeria.

Location: Major cities of Nigeria including Lagos, Kano, Kaduna (but NOT Maiduguri or Damaturu)

Date of assessment: 03 October 2017

Assessing official: [REDACTED]

Theme	DFID Risk score
OVERALL RATING ¹	3
FCO travel advice	3
Host nation travel advice	-
Transportation	3
Security	3
Civil Unrest	2
Violence/crime	3
Terrorism	3
War	2
Hurricane	1
Earthquake	1
Flood	2
Medical Services	3
Nature of Project Intervention	2

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

⁶ The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value