



Foreign, Commonwealth & Development Office

CALL DOWN CONTRACT

Framework Agreement with: NIRAS Group (UK) Ltd

Framework Agreement for: Global Evaluation Monitoring Framework Agreement (GEMFA)

Lot 3 – Monitoring, Evaluation and Learning, High Value Lot

Framework Agreement ECM Number: ecm_4749

Call Down Contract For: Monitoring, Evaluation and Learning for Just Transitions for Water Security (JTWS MEL)

Contract ECM Number: ecm_7189

I refer to the following:

1. The above-mentioned Framework Agreement dated 1 February 2023;
2. Your proposal of 16 December 2024

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

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **3 February 2025** (“the Start Date”) and the Services shall be completed by **3 February 2030** (“the End Date”) unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the **Energy, Climate and Environment Directorate at Foreign, Commonwealth & Development Office** (the “Recipient”).

3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not, exceed £1,934,723 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in Annex B.

January 2025



Foreign, Commonwealth & Development Office

4. Payments & Invoicing Instructions

- 4.1 When Payments shall be made on a 'Milestone Payment Basis' the following Clause 22.3 shall be substituted for Clause 22.3 of the Section 2, Framework Agreement Terms and Conditions.

- 22.3 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of FCDO.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call Down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call Down Contract were properly due.

5. FCDO Officials

- 5.1 The Project Officer is:

[REDACTED] – [REDACTED] Directorate, Foreign, Commonwealth & Development Office, King Charles Street, London, SW1A 2AH

- 5.2 The Contract Officer is:

[REDACTED] – [REDACTED] Directorate, Foreign Commonwealth & Development Office, King Charles Street, London, SW1A 2AH

6. Key Personnel

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

Name	Job Title
[REDACTED]	Team Leader
[REDACTED]	Evaluation Lead
[REDACTED]	ELD Lead
[REDACTED]	Monitoring Lead
[REDACTED]	VfM Lead
[REDACTED]	Senior Evaluator
[REDACTED]	Project Director

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7. Reports

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

8. Call Down Contract Signature

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

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

Signed by an authorised signatory
for and on behalf of
Secretary of State for Foreign, Commonwealth
and Development Affairs

Name:

Position:

Signature:

Date: as per Jaggaer

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

NIRAS Group (UK) Ltd

Name:

Position:

Signature:

Date: as per Jaggaer

January 2025

Terms of Reference

Independent Monitoring, Evaluation and Learning Component for the Just
Transitions for Water Security Programme (JTWS)

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1. Introduction

This document comprises the Terms of Reference for the implementation of Monitoring, Evaluation and Learning (MEL) activities under the Just Transitions for Water Security Programme (JTWS). FCDO is seeking a supplier to provide independent monitoring, evaluation and learning for the JTWS Programme for five years from 2024 – 2029.

1.1. Overview of the Just Transitions for Water Security Programme (JTWS)

The Just Transitions for Water Security Programme (JTWS) is a new Official Development Assistance (ODA) programme from the Foreign, Commonwealth and Development Office (FCDO) Energy, Climate and Environment Directorate (ECED). The programme aims to catalyse a shift in governance and investment to deliver sustainable water resource management in developing countries.

1.1.1. *The problem*

The world is facing a water security crisis, accelerated by, and heightening the catastrophic impacts of climate change and nature loss. Climate impacts, including unprecedented floods and droughts are, simultaneous with climate change and nature loss, driving profound changes in water availability, demand, and predictability. The Global Commission on the Economics of Water (GCEW) anticipates a 40% global shortfall in freshwater supply by 2030 (Mazzucato et al., 2023a). Freshwater biodiversity has declined by 83% since 1970 due to pollution, over-abstraction, and climate change (floods and drought), with devastating impacts on ecosystem services and livelihoods (WWF, 2020). Inadequate access to safe water, sanitation, and hygiene for almost half the global population creates ill-health and hardship, disproportionately affecting women and girls. Water's role in food security, economic productivity, the clean energy transition, and in driving instability and migration mean that a collective goal of water security should be a shared, and immediate global priority.

Current strategies and tactics on the management and stewardship of water resources are failing to provide water security due to market and governance failures, inadequate political prioritisation, fragmented initiatives, and a chronic lack of finance. At the same time, the climate crisis is adding new pressures as floods, droughts and extreme heat become more frequent. Our response requires innovation, including integration of resilient water management and nature-based solutions. Evidence suggests that enterprise and trade can offer progress and create new models of investment. There is a clear opportunity - and an urgent requirement to reshape the political economy on water and to transform water governance to deliver on water security as a critical enabler to reach Sustainable Development, Paris Agreement and Global Biodiversity Framework Goals.

Further information on the issues and context for this work is given in the full Business Case for the Just Transitions for Water Security Programme and the proposal from the consortium, which are referenced under Annex A and B separate attachments together.

1.1.2. *The programme*

The Just Transitions for Water Security programme (JTWS) will support vulnerable people in developing countries to better adapt and build resilience to the impacts of climate change and nature loss through improved management and stewardship of water resources. This programme will jointly benefit people (more sustainable and equitable access to freshwater resources in an increasingly volatile climate), planet (contributing to fixing the hydrological cycle) and nature (investing in more nature-based solutions, and promoting the restoration, protection, and stewardship of freshwater ecosystems).

The programme has a total budget of £39.1m, running for five years from 2024, and has five components:

1. Water Resilience Tracker (£11m): The Water Resilience Tracker for National Climate Planning provides technical assistance to governments to enable the design and implementation of inclusive, climate-resilient policies and plans which better recognise the pivotal role of water in the climate response. It examines existing institutional structures and policies, identifies gaps, and provides strategic support to unlock cooperation, leadership, and access to climate finance.
2. Fair Water Footprints (£11m) convenes collaboration between enterprise, government, and civil society to stimulate action and investment on water and climate risks in our global supply chains through trade, policy, procedural reform, new knowledge, and incentives. It's goal is to reshape the political economy on water and establish water stewardship as a business norm, to drive sustainable, resilient, and inclusive growth.
3. Resilient Water Accelerator (£11m) brings together private and public investment partners to identify, develop and facilitate implementation of strategic, data-driven projects that work to boost water security, enhancing climate resilience of vulnerable communities and demonstrating proof of concept for investment into water, enabling replication at speed and scale.
4. Programme Management Support (£2.7m) will provide FCDO in-country facilitators to coordinate country-based delivery plans, support stakeholder dialogues and any negotiations and policy dialogue, ensure programme coherence and supervise work on the ground. The facilitators will report FCDO country offices in the first instance and to the Senior Responsible Office (SRO) and Programme Responsible Office (PRO) on broader policy matters and grant management and will participate in programme meetings.
5. Independent Monitoring, Evaluation and Learning (£2.4m). A standalone contract for Monitoring Evaluation and Learning (MEL) activities designed to independently review the performance and likely impact of the other three active components, and to contribute to wider learning on 'what works' in the sector and to pro-actively support the delivery partners in developing impact metrics, and their understanding of outcomes and their attribution, given the transformational nature this technical assistance programme.

The Theory of Change for the programme is in Annex B.

1.2. Objectives of the MEL Component

These Terms of Reference are for Component 5: the Monitoring Evaluation and Learning (MEL) activities.

The objectives of this MEL contract are:

1. To support FCDO in-house capacity on programme monitoring: reviewing and refining the programme KPIs, logframe and results framework at quarterly and annual intervals. The KPI work will include reviewing and advising on how to improve HMG's International Climate Finance resilience indicator and contribute to the UNFCCC Global Goal on Adaptation (GGA).
2. To support delivery partners to identify, shape and monitor the most appropriate metrics and to learn and develop these during the programme so that they can demonstrate how to transform water security through technical assistance to influence, shape and support rather than direct investment in water infrastructure.

3. To strengthen assurance, accountability and impact of the JTWS activities: monitoring and evaluating programme-level performance, likely impact and value for money (against the logframe, KPIs, and Theory of Change), and enabling learning and improvement on programme delivery and provide support to refine and improve the logframe, indicators and the Theory of Change.
4. To generate new evaluative evidence and learning on effective approaches for achieving policy and governance reform and systems transformation: conducting thematic studies which bring out learning from the programme on what works well, using technical assistance in this way, for use by donors (including across FCDO) working on similar themes.
5. To provide a comprehensive review of Phase 1 and inputs to the design of Phase 2: assess progress in selected countries to inform a prioritisation exercise and develop a results framework with detailed outputs, indicators and means of verification for the Second Phase including a set of delivery plans developed by implementing partners with government counterparts and other stakeholders for Phase 2.

1.3. The Authority, recipient and audience

The JTWS will be overseen by FCDO's Energy, Climate and Environment Directorate (ECED). The Authority for the services from the Supplier will be ECED.

The Recipient for these services is the JTWS SRO and programme team.

The target audience for the outputs from this contract are the ECED JTWS programme management team, JTWS delivery partners and their downstream delivery partners, British Embassies and High Commissions (collectively known as 'posts'), other relevant HMG programme teams and delivery partners, host governments and other key stakeholders.

2. MEL scope, approaches and methodologies

2.1. Scope of the MEL programme

The Supplier is expected to provide MEL support across the five-year lifetime of the programme.

The scope for this Contract covers three workstreams and programme management arrangements, with the expected balance of resource indicated by percentage.

2.1.1. Workstream 1: support to develop FCDO and delivery partner programme monitoring and ICF and UNFCCC indicators (20%)

The Supplier will provide FCDO and delivery partners with a specialist review function of programme and in-house monitoring tools: the logframe, KPIs, and Theory of Change, and provide advisory inputs to ICF4 and GGA resilience indicators building on the work undertaken in the Design and Build Phase and supporting further development of the indicators.

It is anticipated that the Supplier will contribute to iterative development of these tools as part of the standard Quarterly and Annual Review cycle, supporting the programme team and delivery partners to review and refine their usage each year.

2.1.2. Workstream 2: Assurance, Accountability and Impact of JTWS activities (40%)

The objective of this workstream is to monitor and evaluate the performance, expected impact and value for money of the JTWS Components 1-4 individually and as a programme and to support

development of the methodology and analysis of programme components and the programme as a whole.

The Supplier will provide a baseline evaluation, a substantive formative (mid-point) and summative (end-point) report on this workstream.

The work will review the activities within the context of (a) the logframe and KPIs established for programme delivery (in preparation), and (b) delivery partner performance and capability.

The Supplier will review the following:

- The performance and expected impact of JTWS Components 1-4. The Supplier will assess each Component's performance against expected outputs and outcomes, effectiveness in relation to the aims of the programme, value for money, and likely impact. The status of each Component is as follows:
 - *Component 1: Accountable Grant issued and in Mobilisation Phase*
 - *Component 2: Accountable Grant issued and in Mobilisation Phase*
 - *Component 3: Accountable Grant issued and in Mobilisation Phase*
 - *Component 4: Country selection underway*
- The Theory of Change. The Supplier will assess the theory and practice of the Theory of Change for the programme: whether the different programme components and approaches complement and reinforce each other towards a common aim, how well the governance models function, and the overall effectiveness and value for money of the combined delivery model.

The Supplier will not be expected to:

- Collect and analyse routine monitoring data: this will be the responsibility of the implementing partners of the three Components.
- Replace or duplicate routine assurance process to ensure implementation is being delivered as expected: this remains the role of the programme management team and others in FCDO.
- Conduct routine annual reviews, though the Supplier will support development of methodology and analysis including indicators.

2.1.3. Workstream 3: evidence and learning on effective approaches for achieving policy and governance reform and systems transformation (20%).

This work will support delivery partners and the FCDO to look at the expected and actual outcomes of the programme, and assess what works well when trying to affect national policy, governance reform and systems transformation on water security. The supplier will support the sharing of learning from the programme across FCDO and with other partners.

There is little empirical evidence on how particular interventions can support the just transition to water security, and what impact they will have in different contexts, across people, climate, and nature. There are also few examples of where policy reform has been successfully achieved and sustained, or of the wider political and societal response. The Supplier will use learning generated through this programme to both support delivery partners in their work and to contribute to the wider evidence base for the best activities and approaches for achieving water security change at government level.

2.1.4. *Workstream 4: Phase 1 Review and design of Phase 2 (20%).*

Review Phase 1 using VfM to recommend reprioritisation of the programme and inputs into the design of Phase 2 (implementation) with particular reference to the economic evidence base.

2.2. Approaches, methodologies and tools

The Supplier bid should set out in broad terms the proposed approaches and methodologies that will be used to meet the MEL requirements. The use of innovative techniques is highly encouraged. These will be further elaborated on and developed during Phase 1.

Given the long timeframes needed for achieving just transitions to water security, we expect to assess the programme's success at the outcome rather than the impact level in the Theory of Change. Suppliers should therefore suggest approaches and methods which observe change within the lifetime of the programme, and likely effect on ultimate impact (water security).

The Supplier should be aware that components 1-3 are not likely to be fully operational **together** in any one country until the end of Year 1 so it will only be possible to begin assessment of programmatic impact (is "the whole greater than the sum of the parts") after that.

We expect the MEL activities to produce qualitative and quantitative data, through approaches and methodologies which may include (but is not limited to) the following:

- Quality assurance reviews of results frameworks and theories of change
- Data quality assessments of implementing partner data
- Process evaluations
- Value for money assessments
- Reviews of Gender, Equality and Social Inclusion impacts
- Evaluations seeking to test specific hypotheses set out in the JTWS Theory of Change
- Measuring change to the operating environment and/or political economy in core countries

We expect that that Supplier may use the following tools:

- Beneficiary feedback mechanisms: to understand the relationship between the delivery partners and beneficiary stakeholders.
- Case studies / political economy analysis: to provide in-depth information on the impacts of the intervention in key locations.
- Contribution analysis / process tracing: to identify the contribution the intervention has made to a change (or set of changes).
- Benefit-cost analysis: to answer value for money questions.
- Outcome mapping or harvesting: to identify, describe, verify and analyse the changes brought about by the intervention.

2.3. Coordination and collaboration

The Supplier will establish effective working relationships as follows:

- JTWS primary suppliers and their downstream partners, seeking to build trust and a constructive working relationship in a role which spans both an independent monitoring/scrutiny function as well as support to delivery partners, and requires facilitation of cross-partner learning.
- Target country government officials, where reviewing changes in operating environment and/or political economy for policy reform.

- Working through consortium partners, engage with local communities including leaders where survey/research/visits are being carried out as appropriate.
- Engaging with businesses and investors as they strengthen their water stewardship
- Regional/global networks on water security policy reforms.
- Potential to facilitate joint learning field visits with FCDO staff, and others, and respond to ad hoc requests for detailed information, reports and learning materials.
- The Supplier will attend and contribute to all Programme Executive Steering Committee and some Operational Coordination Unit meetings.

2.4. Resourcing and personnel

The quality, capability and experience of personnel is essential. The Supplier should respond to the requirements of the terms of reference, ensure a diverse team with a good gender balance, and ensure that the delivery team provides technical expertise with a balance of national and international expertise. In addition to sectoral technical expertise, the management team should demonstrate skills and experience of managing MEL programmes of a similar size and complexity, including project and financial management of this component.

It is not essential that the Supplier has staff offices or personnel based in the countries where JTWS is operating, though the Supplier may engage regional and/or local delivery partners as appropriate. The full geographic cover of the programme has not yet been established, though it is expected to be fully operational in at least 5 countries in Africa, Asia and Latin America (Tier 1 countries¹) by the end of the programme, and in part in another 5 Tier 2 countries from the same three regions. No countries have yet been selected.

The supplier should propose a team that meets the following requirements at a minimum.

A Team Leader with:

- A minimum of ten years of relevant experience.
- Demonstrated ability to design and manage MEL systems for development projects.
- Organisational expertise in the design and implementation of MEL programmes, with experience integrating other cross-cutting programmatic areas (gender equity, climate, etc).
- Excellent communication skills in English. Any other language proficiencies as relevant would be a plus.
- Good relationship management skills to ensure implementing partner staff are appraised of design and developments, and to keep teams engaged in their work; ability to support staff and develop capacity on the job and through training.

A team that includes expertise and experience in:

- Monitoring and evaluation systems design and implementation: approaches and methods covering a range of quantitative and qualitative approaches and across the full spectrum of assessment tools, from rigorous impact evaluations to process monitoring to light touch learning. This includes methods for assessing programmes, portfolios, diplomacy and

¹ Tier 1 countries are defined as where at least two (with an ambition to mobilise all three) of the programme workstreams are active and mutually reinforcing. Tier 2 countries are where only one workstream is operational. Similarly, Tier 2 countries will, where possible, demonstrate ambition to mobilise at least two programme workstreams

influence and ability to assess value for money, as well as approaches and methods relevant to supporting policy change and evidence informed policy making and its delivery in an effective way that offers VfM.

- Strong technical expertise in resilient water systems, particularly in landscapes and businesses, cross-cutting priorities (gender and social inclusion, climate change, political economy, innovation and tech) and non-ODA areas (diplomacy, security and stability, people to people / soft power).
- Clear, innovative and effective methods for information management and sharing and promoting learning uptake and change, with expertise in packaging and sharing results to maximise relevance and use. This might include the ability to develop user-friendly, targeted knowledge products, hold interactive workshops with key FCDO and partners, or participating in high level meetings and boards.
- Strong programme administration and financial management, including keeping accurate management and financial information for each service and setting up efficient processes to manage and respond to requests.

3. Contract management information

3.1. Budget and timing

The maximum total programme budget is £2.4m. This budget includes any direct and indirect management costs for the Supplier, and VAT.

The MEL activities will run alongside JTWS delivery, for the programme duration of five years. JTWS activities started in Summer 2024 through three accountable grants with the three sets of delivery partners. Recruitment of country-based facilitators will follow as 3 initial countries are selected.

FCDO expects the MEL contract with the approved bidder to be signed in late Autumn 2024. Within two months of award and prior to commencing Phase 1 we require the approved bidder to establish and disseminate a programme monitoring plan to agree criteria and process for the MEL activities, a programme logframe, a detailed costed workplan for Year 1, and estimates of spend for the subsequent years.

The second implementation Phase will begin with the approval of a Phase 1 Report including inputs to the design of Phase 2. Phase 2 will last until JTWS's end in financial year 2029. The support to the three components will last for each component's lifetime. A proposed timeline is detailed below.

Phase	Period
Inception	Within 2 months after contract signature
Implementation Phase 1	Month 3 to month 24
Implementation Phase 2	Month 24 to contract closure

3.2. Deliverables

The following deliverables are expected across the duration of the Contract:

- An Inception Report, setting out the following to be agreed with FCDO:
 - Specific evaluation questions and deliverables.
 - Proposed approaches and methodologies
 - A workplan, including review timetable.

- Governance arrangements, to include: risks and challenges for implementation, mitigation strategies, and methods for reviewing and updating evaluation questions and Theory of Change over time.
- Progress and contract reporting:
 - Short quarterly progress update reports on the workplan, to be coupled with quarterly meetings with the FCDO programme team.
 - Annual costed workplan updates.
- Substantive deliverables for each workstream:
 - Workstream 1: annual collaborative work with the FCDO programme team during the first three months of each reporting year from a specialist on programme monitoring tools (KPIs and logframes), and an accompanying short advice report each year on the development of the programme monitoring tools.
 - Workstream 2: A baseline assessment, a formative (mid-term) and summative (end-point) report on programme performance, expected impact and value for money. Additionally, 2-page digest of the finalised evaluation report using FCDO's template for publication on FCDO's website.
 - Workstream 3: deliverables to be identified and developed under the Inception Period.

3.3. Contract reporting requirements

During Phase 1, the Supplier will meet with the FCDO Programme team on a regular basis (bi-weekly, or as needs arise).

Once delivery is underway, the Supplier will be required to produce quarterly narrative and financial reports, as well as a workplan for the following quarter and an assessment of current or forthcoming risks. These will be discussed at quarterly meetings between the Supplier and the FCDO Programme team, which will focus on delivery, compliance and programme management issues, as well as strategic reflections.

FCDO will assess the quality of deliverables using FCDO standards and the extent to which a deliverable achieves the purpose it is meant to serve. In some cases, such as an inception/evaluation report or a significant piece of research work, we may use our Independent Quality Assurance processes to validate the judgement of the programme team. The MEL service provider will be expected to explain their own approach to quality assurance in the inception report.

The Supplier will also be subject to formal contract performance reviews as part of the FCDO Annual Review, based on a set of KPIs to be agreed during Phase 1.

The central point of contact during programme implementation will be the Programme SRO. Financial (including annual audited financial reports) and progress reports should be submitted to the SRO.

3.4. Payment mechanisms and structure

The Supplier will be required to submit budgets for FCDO approval for each year of implementation, which will contain detailed estimates for fees and other expenses, in a format to be agreed during the Inception Phase. The contract will be subject to a hybrid performance-related payment model. During the inception phase, expenses will be reimbursed on actual expenditure and fees will be paid on the successful delivery of the inception phase deliverables. The inception report will also be treated as a milestone and payment will be made on its satisfactory completion. Under the

Implementation phase, payments will be scheduled on a quarterly basis, in line with the UK fiscal year (April to March). Fees will be paid on a hybrid basis, with 85% of fees linked to deliverables/sub-outputs included in the ToR and further deliverables to be set during the inception period and yearly, and 15% linked to evaluation against a set of KPIs. Where payments against deliverables are tied to KPIs, note that payment of the 15% KPI linked fees will be subject to FCDO's approval of KPI achievement. See section below on 'Key Performance Indicators' for more detail of the thresholds to be met. Expenses will be paid on the basis of actual expenditure incurred, to be evidenced. The Supplier will need to provide evidence of how they have utilised funding as part of invoicing. The Supplier will be responsible for monitoring and forecasting all spending, and be fully accountable to FCDO for all expenditure. It is required that the Supplier will conduct and make available to FCDO a statutory external audit for each of the financial years in which funds are paid.

Key Performance Indicators

1. As mentioned above, FCDO will follow a hybrid approach for making payments against the deliverables agreed under the inception phase of the contract. KPIs will be assessed on a quarterly basis. KPI scoring approach will use the following 3 KPIs, these will be refined, developed and potentially supplemented during the inception period:

- **Timeliness (1-4):** FCDO will use Delivering on Time as a key criterion for performance evaluation against the deliverables. Scores will range from 1-4 with a score of 1 being awarded if any deliverable due within the quarter is delayed by 6 weeks or more (or less if FCDO has not been notified in advance) and a 4 being awarded if agreed deadlines are met.
- **Quality (1-4):** FCDO will assess the quality of deliverables due within the quarter using FCDO standards and the extent to which a deliverable achieves the purpose it is meant to serve. In some cases, such as an evaluation report or a significant piece of research work, we will use our Independent Quality Assurance processes to validate the judgement of the programme team.
- **Effective Dissemination (1-4):** For reports, evaluations products, research products due within the quarter—if meant to capture learning—FCDO will evaluate them also on the basis of how well the learning is captured and shared.

A score of 1 will be awarded where any deliverable due within the quarter lacks key information and analysis, contains major errors and is not coherent. Quality criteria will be agreed between the FCDO and the supplier during the inception phase. If there is a dispute over the quality of a deliverable (e.g., a report), then feedback will be provided, and the supplier allowed an opportunity to improve the deliverable to the required standard. If the deliverables score higher than a 1 at the second attempt then the KPI penalty will be reduced to 2.5% of the quarterly fees but will remain at 5% if any second attempt is still judged by FCDO to score a 1. A score of 1 will be awarded if any eligible deliverable due within the quarter lacks adequate plans for dissemination and uptake.

2. The payment of the 15% KPI element of quarterly fees will be released if all products are assessed as meeting a 3 or higher on the 4-point score in all criteria. Each KPI will make up 5%. 5% of the quarterly fees will be taken away for each KPI that scores a 1.

3.5. Contract amendment options

FCDO anticipates there may be need to flex MEL activities over the duration of the Contract in response to demands from the core JTWS interventions. This could result in changes in scope of MEL activities (including changes in the countries that delivery operates in, changes in MEL focus areas, etc.), scale up or scale down. The Contract structure will be developed to support this flexibility,

including by using break clauses. The following sub-sections set out when changes may occur and how these would be managed.

3.5.1. Extension or change in scope

In certain circumstances, FCDO may need to change the scope of work delivered under this Contract: for example to change the countries focussed on, or the type of MEL activities delivered. This may be required because of the changing realities of on-the-ground delivery of JTWS interventions under components 1-4, in response to the results and recommendations of work completed by the Supplier over time or changing priorities in HMG.

The decision whether to change the scope of the programme will be made at the discretion of the FCDO. If a change is required, the FCDO will inform the Supplier as early as possible, and the Supplier will be consulted on how this should be managed within the programme.

3.5.2. Scale up or scale down

FCDO reserves the right to scale up (increase) the Contract budget and activities either within the planned delivery timeframe or as part of an extension agreement, subject to demonstration of positive impacts or successful delivery. This may include carrying out additional activities in line with the JTWS aims and objectives.

Equally, FCDO reserves the right to scale down (decrease) the Contract activities within the planned delivery timeframe, as a result of a change in HMG priorities, a change in scope of JTWS activities in response to changing realities of on-the-ground delivery or political economy, or FCDO dissatisfaction with Supplier performance under the Contract. This will be determined at the FCDO's discretion, based on evidence from performance management, and the results of FCDO's Annual Reviews of JTWS. If a scale down is required, the FCDO will inform the Supplier as early as possible, and the Supplier will be consulted on how this should be managed within the programme. In the event of a scale down, the Supplier is expected to reduce their Supplier Costs in response, wherever possible in a way that is proportionate to the scale down (including stopping tasks that are no longer needed). No compensation or damages would be due to the Supplier if a scale down is required.

3.5.3. Break points

Break points will be embedded throughout the contract, to enable reflection on delivery performance and whether the Supplier continues to represent best value for money for the JTWS programme.

These break points will include:

- End of the inception phase
- At the end of Implementation phase 1
- At the midway point through the programme
- At the end of each UK Spending Review period.

3.6. Other management considerations

3.6.1. Data management

All personal information gathered through the delivery of this work must be managed in accordance with the [Data Protection Act 2018](#).

FCDO will have unlimited access to the material produced by the Supplier in accordance with [our policy on open access to data](#), except for personal information within datasets or other measures to

protect the privacy of individuals to be agreed between FCDO and the Supplier as part of data management plans. Any datasets generated or introduced by JTWS will need to conform to appropriate internationally and locally approved standards.

3.6.2. Duty of Care to suppliers

The Supplier will be responsible and have a duty of care for the safety and well-being of their staff (including its employees, sub-contractors or agents) engaged under this Contract and any third parties affected by its work, including appropriate security arrangements (including for domestic and business property).

The Supplier must have appropriate policies and procedures in place to deliver this duty of care as well as monitoring plans to remain aware of risks to personnel during delivery. The Supplier must provide appropriate training for its personnel.

The Supplier must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures.

The Supplier must be self-supporting and responsible for their own activities and should not rely on FCDO transport, offices, facilities, logistical or administrative support. Suppliers must include all such costs in their bids.

FCDO travel advice is available at www.gov.uk/foreign-travel-advice and the Supplier must ensure it (and its personnel) are up to date with the latest positions.

3.6.3. Downstream partner management

The Supplier will be responsible for managing all downstream partners and ensuring that activities throughout the delivery chain are compliant with [FCDO's Programme Operating Framework](#). The Supplier will undertake due diligence checks on all downstream partners prior to appointment and transfer of funds, following the process finalised during the mobilisation phase. The Supplier will maintain an accurate delivery chain map covering all downstream partners and level of spend. The Supplier will undertake regular monitoring, tracking and spot checks of downstream partners. The supplier will be responsible for all disbursement, due diligence, and fiduciary oversight of all downstream spend. The Supplier will ensure payments are made to downstream partners on time and on achievement of results agreed with grantees. The Supplier will verify downstream partners' expenditure claims and reporting, financial forecasting and accounts, and other activities to ensure FCDO funds are used accordingly.

3.6.4. Ethics and Safeguarding

The Supplier is required to ensure ethical and safe approaches throughout their work on the JTWS. The principle of 'do no harm' must be upheld throughout. The Supplier must comply with the [FCDO Ethical Guidance for Research, Evaluation and Monitoring Activities](#), and consider potential ethical and safeguarding risks during the development of monitoring, research and evaluation projects, especially where they involve primary data collection. Such considerations should be used to identify when external ethics approval is required.

The Supplier will have appropriate safeguarding policies, procedures, training, and monitoring and reporting mechanisms in place, including within the delivery chain of the contract, in line with FCDO policy. This must be demonstrated during FCDO's due diligence of the Supplier. The Supplier will report any safeguarding issues to FCDO promptly and in line with FCDO policy, and fully cooperate with FCDO or FCDO's appointed partners during any safeguarding investigations.

Safeguarding issues include 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. There must be protection from violence, exploitation, and abuse; direct or indirect. This includes sexual exploitation and abuse, but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation. The Supplier must place an emphasis on the control of these and further unethical or illegal employment practices, such as modern slavery, forced labour, and other forms of exploitative and unethical treatment of workers. Suppliers are requested to consider principles of respect, participation, inclusion, and feedback at each stage of any monitoring or evaluative exercises, and consider how findings will be shared with participants on completion of the project.

3.6.5. Gender Equality and Social Inclusion (GESI)

Gender Equality and Social Inclusion should be at the heart of this programme and is a particularly important aspect of water security. That includes ensuring inclusion of all genders, income groups, levels of disability, age, ethnicity and other protected characteristics are considered throughout the design, analysis and interpretation of any monitoring, evaluation or learning projects. Data should be disaggregated, at a minimum, by gender, age and disability.

3.6.6. Fraud and corruption

FCDO has a zero-tolerance approach towards fraud, bribery, and corruption, and we do everything within our power to prevent, detect and, if found, respond robustly to allegations. The supplier is expected to align to the FCDO's policies and demonstrate how it will prevent, detect and respond to fraud.

3.6.7. Conflicts of Interest

Suppliers must declare any potential Conflicts of Interest within the MEL team, and state how any such conflicts will be managed on an on-going basis.

3.6.8. Transparency

FCDO requires all organisations, including the Supplier, receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

It is a contractual requirement for the Supplier to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this FCDO – further information is available from: www.aidtransparency.net.

The Supplier will keep records of all work and expenditure in a format that can be transferred to FCDO and available upon request by, for example for FCDO internal audit, National Audit Office (NAO), the Independent Commission for Aid Impact (ICAI), etc.

3.6.9. Communications materials: branding and digital

The Supplier and FCDO will agree a UK Aid “visibility statement” to set out how UK Aid branding will be used by the Supplier and downstream partners. The Supplier must adhere to UK Aid branding guidance: www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo. No publicity is to be given to this Contract without the prior written consent of FCDO.

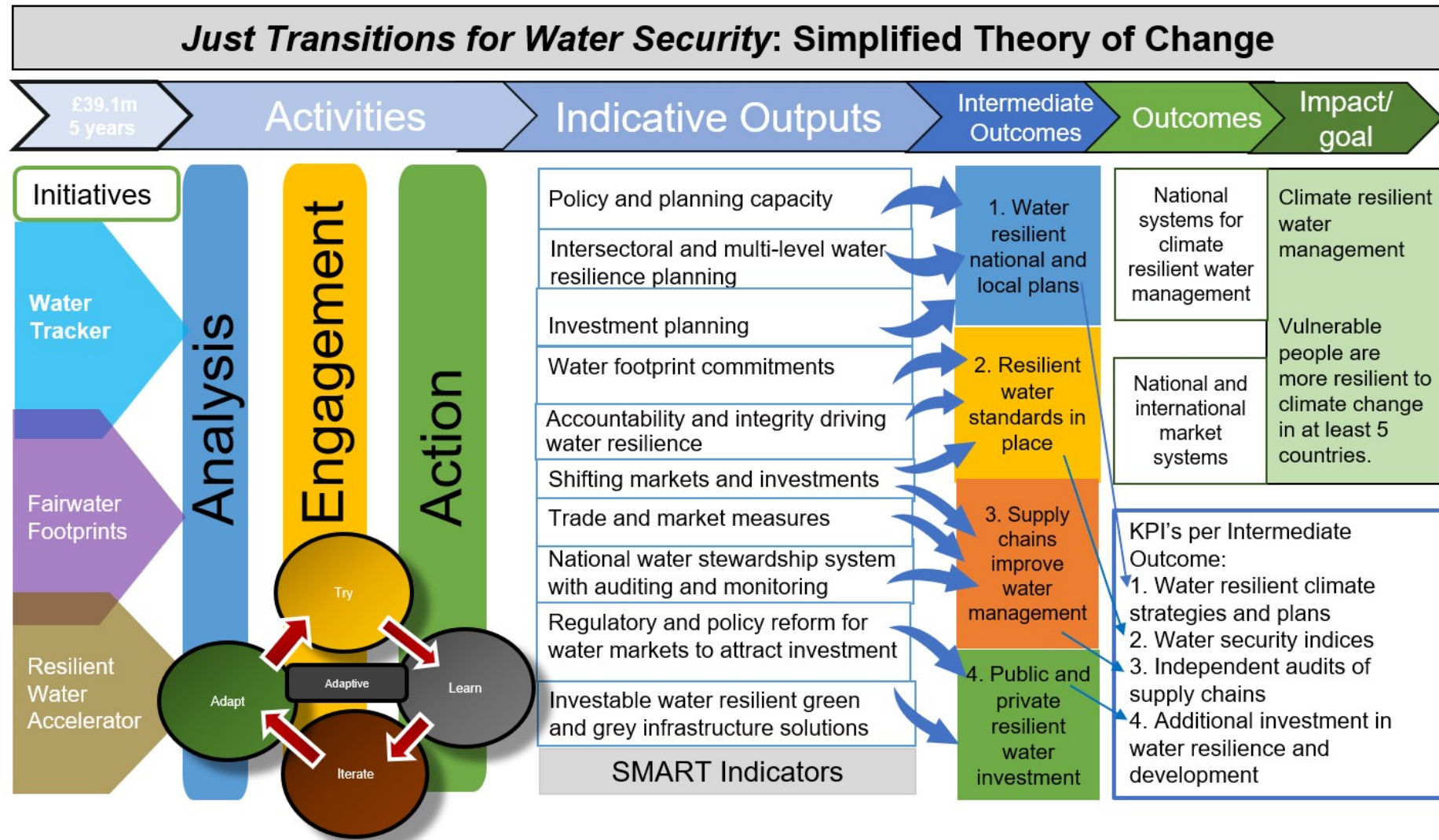
All digital spend is subject to separate approval by the FCDO, and activities must follow the UK Government's [digital standards](#) and the [Principles of Digital Development](#).

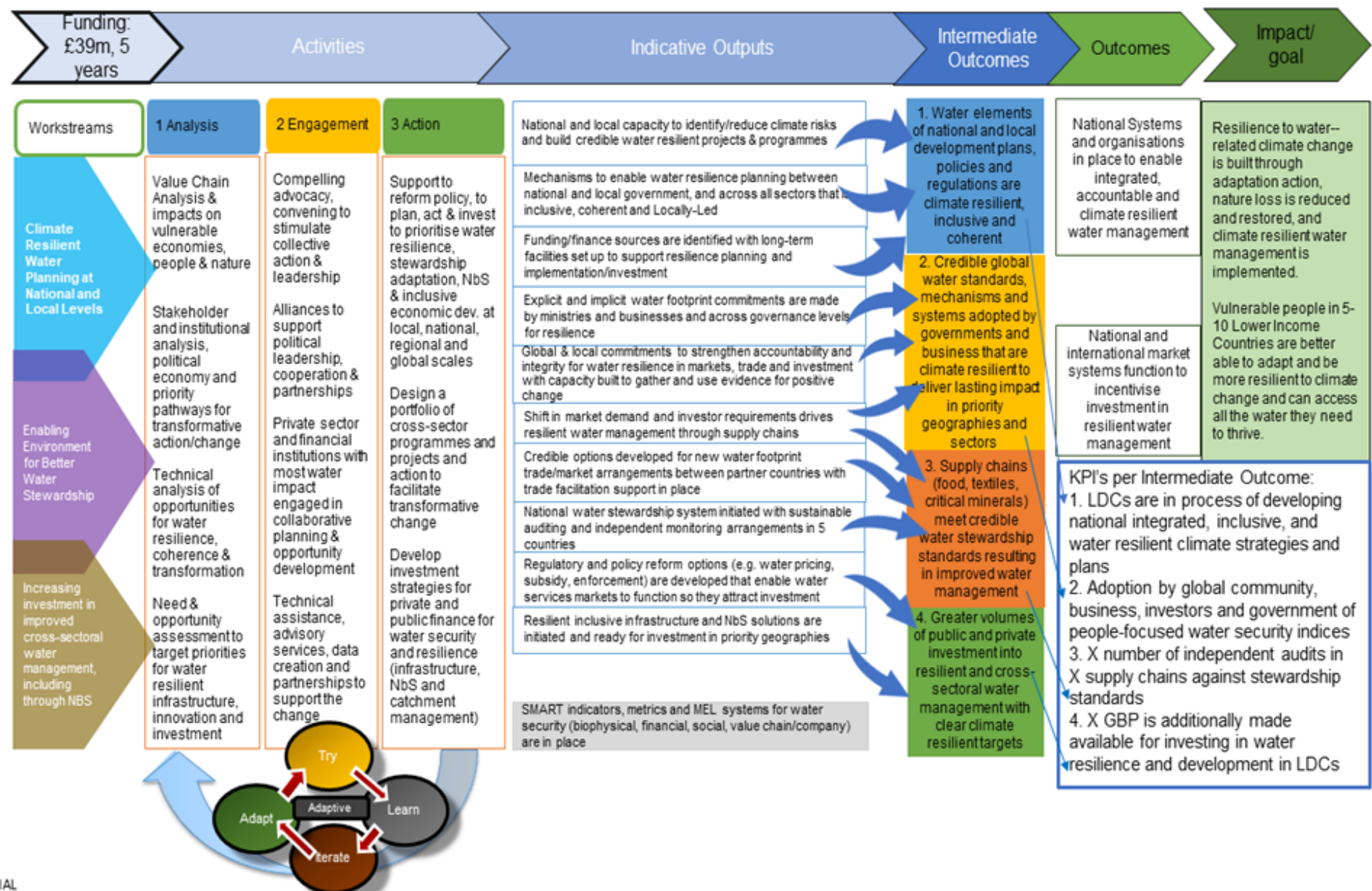
Annex A: Just Transitions for Water Security Programme Business Case (separate attachment)

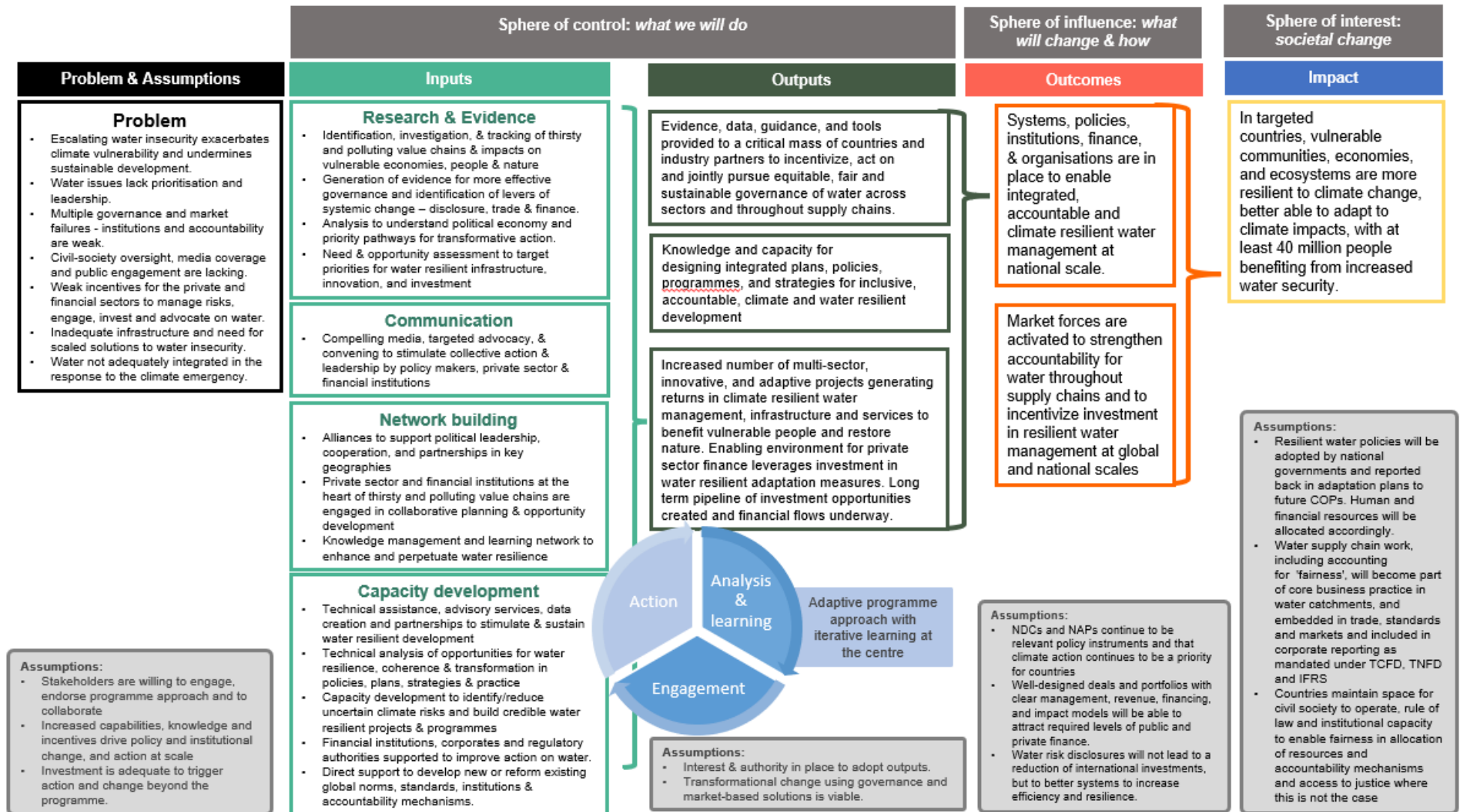
This document will be included with the ITT pack as a separate attachment.

Annex B: Just Transitions for Water Security Programme Theories of Change

NB: The first two Theories of Change are from the Business Case, whilst the third one was developed by the consortium in response to the first Business Case, and can be found in the proposal in Annex C.







**Annex C: Just Transitions for Water Security Programme
Final Proposal 25th June 2024 (separate attachment)**

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

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract. Any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract</p> <p>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data:</p> <ul style="list-style-type: none"> • [to be determined]
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	
Plan for return and destruction of the data once processing complete	(UNLESS requirement under EU or European member state law to preserve that type of data)