



Foreign, Commonwealth
& Development Office



Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Montrose International LLP

**Framework Agreement for: Independent Monitoring and Process Evaluation
Regional Framework Agreement (IMPERFA)**

Framework Agreement Purchase Order Number: 7930

Call-down Contract For: UKNIAF Monitoring/Review Panel - Nigeria

Contract Purchase Order Number: PO 10075

I refer to the following:

1. The above mentioned Framework Agreement dated 29th November 2019;
2. Your proposal of 12 July 2021;

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

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 31st August 2021 ("the Start Date") and the Services shall be completed by 1 October 2023 ("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 **FCDO** (the "Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed two hundred and forty-nine thousand, nine hundred and ninety pounds sterling (**£249,990**) ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 21.3 shall be substituted for Clause 21.3 of the Framework Agreement.

21.3 PAYMENTS & INVOICING INSTRUCTIONS

- 21.3 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



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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.

4. FCDO Officials

4.1 The Project Officer is: REDACTED

4.2 The Contract Officer is: REDACTED

5. Key Personnel

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

6. Reports

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

7. Call-down Contract Signature

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



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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
The Secretary of State for Foreign,
Commonwealth and Development Affairs

Name:

Position:

Signature:

Date:

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

Montrose International LLP

Name:

Position:

Signature:

Date:

Annex A - TERMS OF REFERENCE**UK NIAF MONITORING/REVIEW PANEL REQUIREMENTS****21 June 2021****1. INTRODUCTION**

Poor infrastructure is one of the main barriers to economic and social development in Nigeria. Nigeria ranks 132 out of 135 countries on the World Economic Forum index for infrastructure financing and quality.

Supporting diversified (from oil) and sustainable (including greener) growth is a key component of FCDO Nigeria's Country Plan. Poor infrastructure is one of the main constraints to investment, diversification and competitiveness In Nigeria.

2. BACKGROUND TO UKNIAF PROGRAMME

The Programme has a value of £80m RDEL – Resource departmental spend (a £72m contract awarded to WYG (now rebranded Tetra Tech) under tender) and £10m capital spend (recently allocated for 21-22 Financial Year) - see below.

The programme has been affected by the Official Development Assistance (ODA) reductions in FCDO but remains the priority programme for the Sustainable Economic Transformation team with strong synergies with UK investors and trade. It has recently pivoted towards climate and now will now deliver on International Climate Finance (ICF) Key Performance indicators (KPIs) available [here](#), especially the Transformational Change indicator. Other indicators the fund will aim to deliver against include improved energy access, MW installed and greenhouse gas emissions.

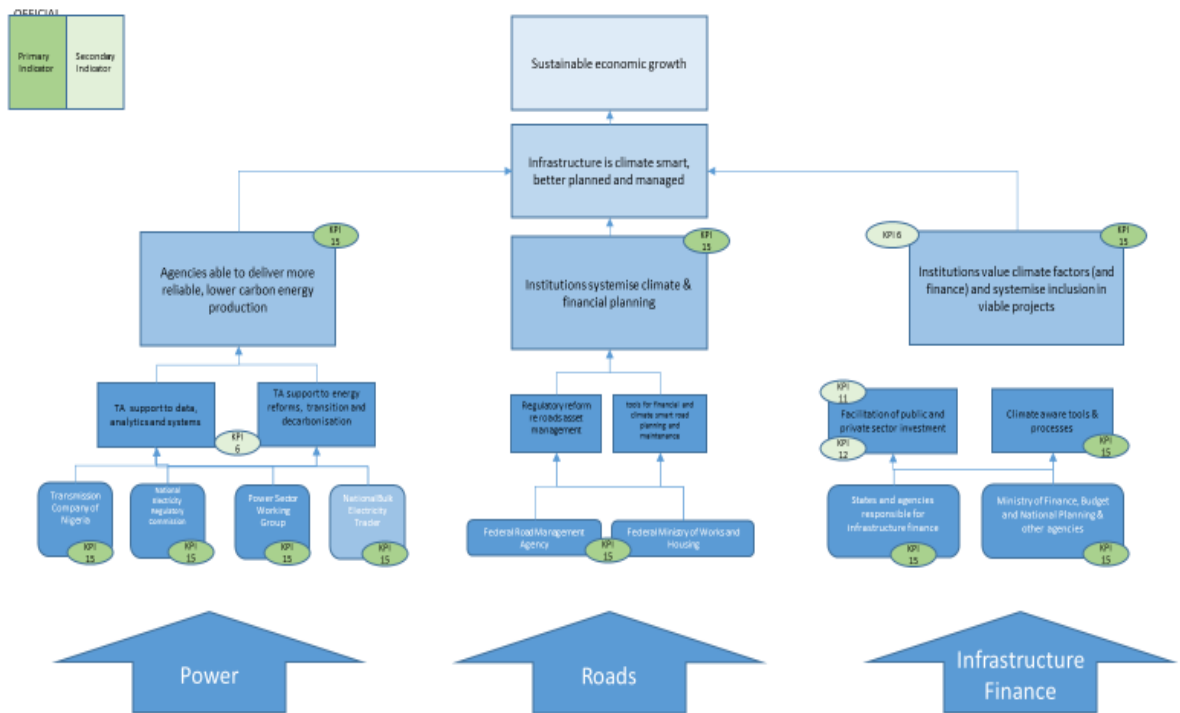
With the cuts to ODA, the technical assistance element of the programme will focus on a smaller number of institutions within a sector and narrower workpieces. It will focus on the ongrid sector rather than the offgrid sector and a selected number of States for Public Private Partnerships (recognising the Federal Government soon becoming distracted with 2023 elections). The roads work will no longer include work on bridges in the next few years.

A revised logframe is close to finalisation to reflect the revised spend. A payment by results (PBR) arrangement exists for Tetra Tech and is just being adjusted to reflect the revised logframe and programme experience. This should be agreed at the latest by mid June 2021.

A revised theory of change for each of the RDEL and CDEL pieces is below as well as being attached for easier reading.

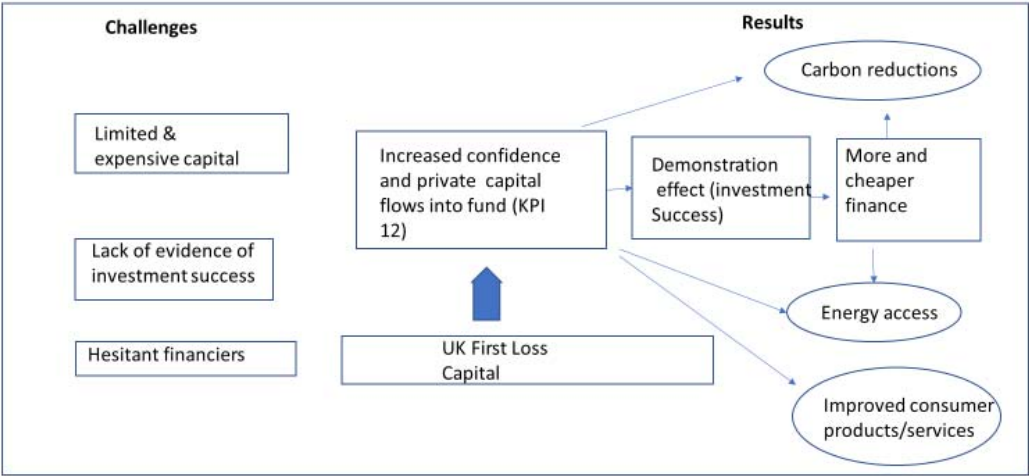
The CDEL fund will be published as an Addendum to the Business case on DevTracker shortly and a draft Addendum is an Annex to this Terms of Reference. It is planned as a first loss “side car” to an [Infracredit](#) (PIDG entity) local currency renewable energy fund facilitating investments in less commercially viable transactions that the Infracredit fund would not otherwise do. It will thus leverage private finance. Anticipated investments for example are in consumer energy areas e.g clean cooking infrastructure (to replace firewood), solar home systems, renewable energy minigrids or less developed technologies such as solar cooling. It will thus be largely separate to but complementary to the Tetra Tech RDEL assistance.

The Business case and the addenda contain additional details. See [devtracker](#). And also the attachments to this tender.



CDEL Theory of Change

UKNIAF Blended finance CDEL Theory of Change



The Tetra Tech contract runs from 14th October 2019 to 13th October 2023 but with possibility to extend for a further 2 years. The monitoring contract will match the Tetra Tech main contract . The contract is expected to run from August 2021 to 1 October 2023 with a value of up to £249,990 (including any government taxes but exclusive of UK VAT) and scope by FCDO to extend with a value

of up to £300,000 (including any government taxes but exclusive of UK VAT) if there is a clear business requirement, availability of budget and satisfactory performance by the supplier.

3. PURPOSE

These terms of reference are for the procurement of a team to review the UKNIAF programme, which will provide an independent oversight and assessment of the programme's progress, including against the logframe but also more broadly.

The Tetra Tech contract has a payment by results (PBR) framework to measure progress, which will use a Technical Review Panel (TRP) to assess whether performance has been met and this will be a subset of the work under this Review terms of reference.

The purpose of the broader review panel is:-

- To give an independent assessment of the programme's performance, including verifying results. This includes whether the PBR requirements of the Tetra Tech contract are met. The findings from the Summer review will feed into the UKNIAF Programme Annual Review.
- To provide suggestions for logframe and workplan and deliverable/Task Order changes going forward.
- To help mitigate risk and resolve issues by responding on demand to requests relating to specific differences during the programme between Reviews.

4. SCOPE

The NIAF programme comprises 1) Tetra Tech technical assistance 2) a separate investment fund which is not being run by Tetra Tech.

Tetra Tech provide flexible technical assistance across several sectors. These were selected based on constraints analysis and the probability of success given security issues. It is not envisaged that these sectors will change again over the life of the programme. However, delivery of outputs and activities may change to respond and adapt in response to changing needs and effectiveness. The supplier will therefore need to adapt their approach in response to any changes during the life of the programme.

Tetra Tech has its own monitoring systems which will be used to track progress against the main logframe and PBR framework (Levels 2 and 3). The supplier will be responsible for the verification of results reported against both frameworks. The supplier will only verify results at the output and outcome levels for Tetra Tech and not the impact level changes for Tetra Tech. The supplier will need to explore the assumptions underlying results to understand the reasons behind progress made, with a particular focus on areas of underperformance. This will inform any recommendations given to FCDO including around the future logframe and PBR framework and future workplan and deliverables for UKNIAF or remedying any underperformance by Tetra Tech.

The Technical Review Panel (TRP) is a panel foreseen in the NIAF programme and the Tetra Tech and the supplier will form this (as well as undertaking some other review works). The Review Panel would not be expected to assess areas of economy of spend, forecasting or corporate compliance which are referred to in the PBR (Level One and parts of Level Two PBR).

As this is a bilateral FCDO programme, there are no other relevant external monitoring activities running in parallel although BEIS (Business Energy and Industrial Strategy dept) has commissioned Tetra Tech to undertake a piece of work (originally planned to be part of UKNIAF until the ODA prioritisation) and it might choose to monitor this at a later date.

The supplier should also consider any relevant cross-cutting issues, particularly when seeking beneficiary feedback for example, including gender. Since the programme also uses ICF funding, climate is a major cross-cutting issue of this programme.

The capital fund is at an early stage, but the supplier would be expected to review the progress of its set up, including the investment policy in the first year and in future years the fund's performance.

5. WORK DETAILS

1. Review past performance of Tetra Tech (including objectively based on documents but also FCDO, Tetra Tech, fund manager and Nigerian government interviews) and **give recommendations for future strategy/areas**, deliverables and log frame – both in relation to the a) technical assistance but also in relation to b) the capital fund.
2. Assess/opine on:-
 - a. the **overall quality of Tetra Tech's Task Orders and deliverables** including any comments on subcontractors. Due to scale this may need to be done on a sampling basis (see below)– Level 2 PBR performance
 - b. Tetra Tech's Level 3 PBR **performance against the outputs and outcomes in the PBR logframe** (a shadow logframe very similar to the main logframe which is updated 6 monthly).
 - c. the progress and effectiveness of the CDEL fund, including as against the log frame and comparable funds in the energy sector, including comparable energy and climate funds such as GEEREF, SPARC and GCPF and comparable blended finance funds.
3. **Verify International Climate Finance Key Performance Indicator results and feed into value for money assessment once a year for the Annual Review** (see Annex)
4. Be available on a **draw down basis** to help resolve issues between Tetra Tech and FCDO on task orders and deliverables inbetween reviews.

FCDO and Tetra Tech will be the recipients of outputs from the Review Panel and will agree on how they should be considered and implemented into the programme.

Deliverables

In their proposal, prospective suppliers should demonstrate their understanding of the programme, and requirements as set out by this Terms of Reference. The proposal should set out a clear framework for collecting and analysing data. This should incorporate key learning and analytical questions, using the Business Case (including Addenda), logframe, Tetra Tech workplan, and PBR framework as the basis for this, and setting out what data needs to be collected, disaggregated and how it will be processed and triangulated. The framework should also set out how the supplier intends to store and manage data securely. The approach should consider FCDO's Ethical Guidance for Research, Evaluation and Monitoring activities and demonstrate ethical considerations, including the Do No Harm principle.¹

The Review Panel will need to work closely with the implementing partners Tetra Tech, who will provide access to data stored on their systems (an MS Teams system).

Every 6 months the TRP needs to produce i) a single written report and ii) powerpoint presentation to both FCDO and Tetra Tech (in relation to all areas apart from the CDEL fund which can be a separate section of the report) on each of the areas outlined above.

¹ <https://www.gov.uk/government/publications/dfid-ethical-guidance-for-research-evaluation-and-monitoring-activities>

The cost-effectiveness assessment in the Annex is only needed during the summer review (for the annual review).

It is acknowledged that Level 2 issues around quality of work including task orders themselves and deliverables under those task orders and satisfaction of the key stakeholders and beneficiaries of the work (Nigerian Government entities or States and to some degree the private sector investors in various areas) is a broad requirement and that there could be quite a volume of documents from 2019-to date. There will be less in 2021-22 due to ODA reductions and a deliberate policy to reduce documentation. Therefore where there is a large volume, for the 6 monthly review the expert should assess some key sample deliverables - not necessarily all. They will be selected after discussion with FCDO.

This assessment will also incorporate whether the Task orders and deliverables were good value for money and well-constructed by comparing for example the end deliverable with the days taken to deliver it.

The review points are scheduled for every 6 months. However, there may be issues which arise in the preceding months which need addressing immediately. In order to make the review of deliverables useful and avoid later criticism/comments which cannot be implemented, there is also a proposed “**draw down facility**”. This will enable the key FCDO staff working on the programme to refer an issue/deliverable/task order to a specific expert for a quote for days and input as and when the issue arises, rather than waiting for the 6-monthly review. This will then hopefully enable the Tetra Tech staff to address the issue promptly while the specific Tetra Tech experts on that Task Order are still present rather than later.

The review immediately prior to the FCDO Programme Annual Review should be more in-depth than the other 6 month review, so as to provide content for the Annual Review, including Effectiveness in the value for money section, recommendations and progress on past recommendations.

Timing and procedure for 6 monthly deliverables – maximum 6 weeks period from engagement.

The first review will take the longest time as the panel will need to get up to speed on the overall programme but the panel will gain in pace with future reviews. The timeline building up to the first review is as follows:

- End July to end August: mobilisation and meetings, visit and write up
- Proposed week for physical meetings is 23 August (quarantine therefore taking place from 16 August) as the PRO will be returning to Nigeria from leave on 16th August
- Note that Nigerian Government officials may be a bit hard to pin down at times as they may travel so we can't condense all of this into 2 weeks –the days will be a bit scattered
- End-August End-September – FCDO quality assurance and feedback
- EndSept writing of Annual Review by FCDO
- Mid October to Mid November FCDO internal approvals.
- 15th November Annual Review deadline on FCDO system.

Therefore, periods of days are suggested for each activity below, but they are not rigidly set. Any time beyond that set out below will not be paid for unless **agreed** as a contract amendment in advance.

Desktop review and background briefing

The Review Panel will be given access to

- The Task orders with budgets for them (note – Tetra Tech has an MS Teams site with many items, but these are not currently on MS Teams with the full budget and financial data) for the review period
- the MS Teams site with the Task Orders and deliverables (the supplier will be expected to install MS Teams on its computer– available with a Microsoft Office 365 licence) as browser only access will not work for efficient document review.
- the logframe
- Any PBR logframe
- FCDO and Tetra Tech preliminary assessments of Level 2 PBR
- Any fund documentation for the CDEL documents

The Panel will be briefed by the NIAF Tetra Tech key team members and FCDO's team (Lead adviser, Programme Responsible Officer and Senior Responsible Officer).

As explained below, our strong preference is that the anchor/lead adviser come physically to Nigeria to develop relationships with the government stakeholders. If however this is not viable then the supplier should explain this in its bid.

For the anchor/lead adviser (see below), the FCDO briefing and the reading could be done during the current quarantine period in Nigeria (which allows release on the 7th day after a negative Covid PCR test). The lead adviser would be paid for 5 out of 7 days of the quarantine period (assuming 2 of them therefore are weekend/rest days). Suppliers should check the FCDO web site and Nigeria's NCDC portal for the latest Covid information as this may change.

Some of the Nigeria quarantine days could also be used for remote interviews and any UK quarantine days for write up and FCDO liaison.

Interviews with stakeholders

To conduct the 6 monthly assessments on Tetra Tech, the Panel will need as part of this to work with Tetra Tech. Tetra Tech have been working with FCDO to develop these Terms of Reference and are fully on board to cooperate with the chosen supplier to facilitate access to data, activities or stakeholders. The Panel will have access to the methodologies already set out by Tetra Tech for the collection of data to report against the logframe and PBR frameworks. This information will be used to verify results. Verification will involve checking reported results via interviews with key stakeholders and beneficiaries. Suppliers must consider principles of respect, participation, inclusion and feedback throughout the contract and activities.

UKNIAF (Tetra Tech or Infracredit/fund manager) or in some instances FCDO will set up interviews with stakeholders, including Federal and State government beneficiaries at senior and official level and other key stakeholders including other development partners in the sector.

For the Specialist Advisers the interviews will be remote via Zoom or MS Teams or potentially WhatsApp. Ideally the Lead Anchor would attend in person.

The Anchor/Lead TRP will select those he/she wants to prioritise and attend both remote and ideally some in person. Some of the days in quarantine can be for remote interviews e.g. with FCDO, Tetrattech team briefings. The Anchor/Lead will want to prioritise in person meetings with more senior personnel or key counterparts.

The Anchor is assumed to be liaising closely with and coordinating with rest of the team members.

Examples

Power Sector - Office of Vice President, Regulator, Transmission company, Rural Electrification Agency, power sector potential investors and developers, USAID and Power Africa, GIZ and World Bank

Roads – FERMA, Ministry of Works, Senate and Parliament

Infrastructure Financing – Procurement agency, key States receiving support (currently about 4), Ministry of Finance, Climate Finance adviser, World Bank, African Development Bank, PIDG and other potential financiers of pipeline projects, potential developers.

CDEL Fund – interview with Infracredit, potential applicants/deal flow, actual recipients, investment adviser and Rural Electrification Agency.

De-brief with FCDO and Tetrattech immediately after interviews

There would be a short debrief with the Anchor at the end of the physical visit and FCDO and Tetrattech to convey immediate thoughts/feedback to avoid later misunderstandings.

Write up of report –

The Anchor will then liaise with the specialists and coordinate the writing of the Deliverables above.

Feedback from FCDO and Tetrattech on drafts (FCDO will provide this within maximum 5 days)Production of final report**Level 3 PBR assessment**

This will commence for period July to December so will be relevant for the second TRP onwards only.

Timings of the 6 monthly reviews

Mid year – for this year. July start read in/quarantine. Report to be delivered by 15 September to Quality Assurers who will have 2 weeks to return final form to FCDO for Annual Review due on 15 November (1 month internal FCDO approval process prior to that)

Start of year mid Jan to end Feb (as review in Dec won't work as both Nigerian counterparts and FCDO staff in country often not around). This would also help with ICF results commission which is due in mid Feb usually.

Drawdown facility

The FCDO Lead adviser/PRO may in writing request one or more experts on at least 1 week's notice to opine on a specific task order or deliverable. The expert will quote a number of days for this and the parties will agree in writing on whether to proceed. There is a maximum number of days per year for this – see below.

FCDO/other Government departments providing ODA will have unlimited access to all materials produced by the supplier (as expressed in FCDO's general conditions of contract), with the potential exception of personal information within datasets or other measures to protect the privacy of individuals (this will be agreed as part of data management plans).

INVOICING AND PAYMENTS

Reviews will be invoiced and paid for after approved by the contracting framework (IMPERFA) agreement's Quality assurer and FCDO.

For the drawdown facility, the work will be billed for monthly in arrears after the work is complete.

KEY INFORMATION ATTACHED TO TENDER

UKNIAF Business case and 2 Business case addenda (CDEL one still in draft)

UKNIAF Terms of reference for Tetrattech including Technical Review Panel role

UKNIAF 21-22 workplan

UKNIAF International Climate Fund note

International Climate Fund KPI link to explanations

<https://www.gov.uk/government/publications/uk-climate-finance-results>

NIAF logframe 20-21 and 21-22 logframes

UKNIAF's self- assessment for 2020 (example of how PBR is assessed for Level 1 and 2)

DAYS REQUIRED

Days are per review (unless otherwise indicated)

Main review is the one prior to the FCDO Programme Annual Review

Main Review	Pre read	Core interview	Write up	TOTAL
NIAF TRP Anchor/lead	5	4	3	12
Energy adviser	2	4	2	8
Infrastructure Financing adviser	2	3	2	7
Roads adviser	2	3	2	7
climate specialist	1	2	1.5	4.5
Total days				38.5

<u>smaller review</u>	<u>Pre read</u>	<u>Core interview</u>	<u>Write up</u>	<u>TOTAL</u>
NIAF TRP Anchor/lead	5	4	3	12
Energy adviser	2	3	1	6
Infrastructure Financing	1	3	1	5
Roads adviser	1	2	2	5
climate specialist	1	2	1.5	4.5

TOTAL

32.5

Maximum drawdown days per year

10 in total per year across advisers - to be used as needed (no guarantee of any use of days)

Budget

The maximum budget for this piece of work is £249,990 (including any government taxes but exclusive of UK VAT – if chargeable) due to tight budget constraints. The maximum spend before April 2022 is £80,000 including government taxes but exclusive of VAT due to 21-22 budgets. Proposals will be assessed on Value for Money.

Any extension agreed would be above and beyond that. See timing and break clauses above.

ANNEX 1 | Cost effectiveness analysis

The cost effectiveness will help FCDO understand for the purposes of the Annual Review whether the results achieved at the Outcome level are contributing to significant impact for the resources used. The consultants will use the simple approach below to gauge the extent to which UKNIAF is contributing to change which is at scale and/or transformative.

The analysis will look at how new policies, procedures and practices and increased/better quality investments adopted due to UKNIAF have gained traction on a) large aggregates and/or b) transformational change in Ministries and Development Agencies

a) Large aggregates: Using the approach in the Business Case this will involve identifying aggregates that are being targeted. These include but aren't limited to: the value of subsidy reduced; technical or billing losses reduced; expenditure subject to improved procedures that increase its efficiency or quality and adherence to environmental standards; and private investment value and quality.

b) Transformational change in MDAs: The analysis will also assess the extent to which UKNIAF has contributed to wider transformational institutional change in MDAs that UKNIAF works with. This will include MDAs demonstrating that they are using new systems and data in ways which improve their performance and drive further institutional initiative for reform. This is effectively following the Outcome indicator KPI 15.

For each of the four outcome indicators this will involve:

- Defining the large-scale and/or transformative change that UKNIAF has been seeking to contribute to (i.e. the large aggregate and/or type of transformational change)
- Determining the impact that has occurred (low, medium or high)
- Assessing the extent to which UKNIAF contributed to any change (low, medium, or high)
- Writing an accompanying narrative for each outcome indicator (1-2 pages each) with text on i) the situation/problem before, ii) the situation after the intervention, and iii) the role of UKNIAF in helping bring about change identified.

ANNEX 2 | Experience requirements for key personnel

1. NIAF Technical Review Panel - Project Anchor/Lead

At least 15 years' experience on developing country infrastructure reform. Including working on public sector infrastructure capacity building projects and in large fragile economy states with failing infrastructure, complex political economies.

Nigeria infrastructure experience strongly preferred along with experience in design e.g. Team Leader level or reviews/evaluations of programmes.

2. Energy Specialist

At least 15 years' experience (with at least 1, preferably 2 Team/project leader level roles), especially advising on **ongrid** energy sector reform in countries with (at the time) failed/difficult systems and problematic grids and power generator payment default risks and collection difficulties such as Pakistan, Kosovo, Nigeria, Tanzania, Eastern Europe.

Understanding of capacity building, structuring energy markets, power purchase arrangements and transmission and regulatory issues required. Nigeria experience helpful but not required.

3. Infrastructure financing/PPP specialist

At least 10 years' experience (in more than 1 project or country) of infrastructure financing, including working on developing full blown bankable projects and self-financing PPPs – taking them from concept to successful tender.

Understanding of funds

Developing country and fragile state experience preferred but need not be Nigeria.

4. Roads (systems/maintenance)

At least 10 years' experience in road planning and maintenance systems, working with ministries to build capacity, processes and systems, including technical systems.

Understanding of legislative/structural set up preferred.

5. Climate specialist

At least 10 years' experience of climate projects, including GHG emission calculations, energy efficiency for businesses, carbon credits

Preferably strong offgrid energy understanding (for the NIAF fund) e.g. cookstoves, solar home systems

Preferably also understanding of saving carbon with grids and gas industry and investments.

Able to quality assure ICF Key Performance Indicators with input of implementing partners - GHG emission savings for a range of products and projects and robustness of past data and future targets.

Period of Contract - Importance of staffing continuity

As there is a learning curve for the programme and the political economy and in order to see change over periods, the aim of this longer term tender (***with a potential extension to match the proposed extension period of the contract***) is to have continuity of staffing i.e. of Review Panel experts who should therefore be available from 2021 until 2026.

ANNEX 3 | Duty of Care Arrangements

The supplier 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.

FCDO will share available information with the supplier on security status and developments in-country where appropriate. FCDO will provide a copy of the FCDO visitor notes (and a further copy each time these are updated), which the supplier may use to brief their personnel on arrival. A named person from the contracted organisation should be responsible for being in contact with FCDO to ensure information updates are obtained. There should be a process of regular updates so that information can be passed on (if necessary). This named individual should be responsible for monitoring the situation in conjunction with FCDO.

Travel advice is also available on the FCDO web site and the supplier must ensure it (and its personnel) are aware of this but this is only high level – the supplier would need more detailed advice for specific routes and care with accommodation and hotels. The supplier is responsible for ensuring appropriate safety and security briefings for all of its personnel working under this contract.

The supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its 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.). The supplier must ensure its personnel receive the required level of appropriate training prior to deployment.

The supplier will be fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by FCDO (see Annex this Terms of Reference). They must confirm in the tender that:

- a) They fully accept responsibility for security and Duty of Care.
- b) They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- c) They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- d) They will give responsibility to a named person in their organisation to liaise with FCDO and work with FCDO to monitor the security context for the evaluation.

FCDO will not award a contract to a Supplier which cannot demonstrate that it is willing to accept and have the capability to manage its duty of care responsibilities in relation to the specific procurement. Please refer to the Supplier Information Note on the FCDO website for further information on our Duty of Care to Suppliers Policy and **the Annex** for the relevant locations' current risk assessment (noting that this can change). Suppliers can charge disbursements for security e.g. appropriate Military Police escorts for any field visits.

If you are unwilling or unable to accept responsibility for security and Duty of Care as detailed above, your tender will be viewed as non-compliant and excluded from further evaluation.

Acceptance of responsibility must be supported with evidence of capability (no more than 2 A4 pages) and FCDO reserves the right to clarify any aspect of this evidence. In providing evidence tenderers should consider and answer yes or no (with supporting evidence) to the following questions:

- I. Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by FCDO)?
- II. 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?
- III. 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?
- IV. 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)?
- V. 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?
- VI. Have you appropriate systems in place to manage an emergency / incident if one arises?

ANNEX 4 | Other country-specific sources of information on potential risks can be obtained from the following sources:

FCDO Travel advice:

<http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/>

NOW <https://www.gov.uk/foreign-travel-advice>

World Meteorological Organisation:

<http://severe.worldweather.org/>

Global Flood risk map:

<http://globalfloodmap.org/>

CIA World Fact file:

<https://www.cia.gov/library/publications/the-world-factbook>

ANNEX 5 | Do no Harm/Safeguarding:

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FCDO requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with FCDO Suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

The safeguarding risks in this contract have been assessed as relatively low but nonetheless the Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries.. The

Supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to FCDO.

A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated. The Supplier is 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. The Supplier must ensure their personnel receive the required level of training prior to deployment (where applicable).

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. These responsibilities must be applied in the context of the specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

FCDO will not award a contract to a Supplier who cannot demonstrate they are willing to accept and have the capability to manage their duty of care responsibilities in relation to the specific procurement. Please refer to the Supplier Information Note on the FCDO website for further information on our Duty of Care to Suppliers Policy.

Annex 6

General Data Protection Regulations (GDPR)

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <p>The Parties acknowledge that Clause 33.2 (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:</p> <ul style="list-style-type: none"> Personal Data such as names, email addresses, phone numbers, employment history, address, data of birth, bank details, etc) of project staff and consultants for recruitment purposes;

	<ul style="list-style-type: none">• where the supplier intends to gather and use personal data from individuals engaged through communication and knowledge management activities, e.g. interviewees and the supplier is responsible for determining what data to collect and for which purpose.
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The project will not handle large volumes of personal data – the main personal data is the names and contacts of key interviewees which should be kept safe **and used solely for the purpose of fulfilling the contract.**

Annex 7 – Security**Project/Intervention title:** UKNIAF Monitoring**Locations:** Most or the work will be remote or in Abuja

Potentially in later years looking at PPPs in Kaduna, Kano, Lagos, Edo, Ekiti, Nasarawa but this element is not essential and if the supplier preferred could be conducted remotely.

Date of Assessment: 20 May 2021

Theme	Abuja	Kano	Kaduna	Nasarawa Ekiti, Edo, Lagos
OVERALL RATING¹	2-3	3	4	3
FCDO security travel advice	2	3	4	2
Host nation travel advice	NA	NA	NA	NA
Transportation	2	3	3	3
Security	2	3-4	4-5	2
Civil Unrest and Violence/Crime	3	3-4	4-5	3
Terrorism	1	3	3	2
War	1	1	1	1
Hurricane	1	1	1	1
Earthquake	1	1	1	1
Flood	2	2	2	1
Medical Services	2	4	4	4
Nature of Project/Intervention	1	1	1	1

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