



# Foreign, Commonwealth & Development Office



## Section 4 Appendix A

### CALLDOWN CONTRACT

**Framework Agreement with:** DAI Global UK Ltd

**Framework Agreement for:** International Multi-Disciplinary Programmer (IMDP)  
Framework Agreement

**Framework Agreement Purchase Order Number:** PO 8373

**Call-down Contract For:** Public Sector Reform Technical Assistance Facility (under the Strengthening Public Financial Management and Revenue Collection Programme)

**Contract Purchase Order Number:** PO 10029

I refer to the following:

1. The above mentioned Framework Agreement dated **30 April 2019**;
2. Your proposal of **31 January 2020**, clarifications dated **6 February, 7 February, 20 February, 25 February 2020, 9 March 2020**, your revised proposal **23 November 2020** and inception and budget updates, dated **11 June 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 **1 July 2021** ("the Start Date") and the Services shall be completed by **30 June 2025** ("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 **Government of Rwanda** ("the Recipient").

#### 3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£5,000,000** ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

#### 4. Officials

**FCDO**



# Foreign, Commonwealth & Development Office



4.1 The Contract Officer is:

REDACTED

4.2 The Project Officer is:

REDACTED

## **Supplier**

4.3 The Project Officer is:

REDACTED

## **5. Key Personnel**

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

REDACTED

5.2 A full time programme Team Leader will be agreed during the first 4 months of the contract term.

## **6. Sub – contractors**

6.1 The following of the Supplier's sub-contractors have been approved for the purpose of fulfilling this contract and cannot be substituted by the Supplier without FCDO's prior written consent:

**Kivu International**

## **7. Reports**

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

## **8. Break Point**

8.1 The contract will be awarded for a period of up to 48 months. The contract will start in July 2021 and end no later than June 2025, when the SPARC programme terminates. It will be phased into a three -month inception phase and a 45 -month implementation phase. There will be three break points in the contract:

- Break Point 1: At the end FY 2021/22 (March 2022).
- Break Point 2: After two years of implementation.
- Break Point 3: March 2024

8.2 The Supplier will require formal approval from the FCDO before starting the next phase. The FCDO's approval will be subject to available budget, acceptance of the deliverables and satisfactory performance of the Supplier. Break Point 3 will be subject to all stated conditions and HM Treasury (HMT) approval. The FCDO further reserves the right to terminate the contract at any time in the event of substantial changes within the operating environment, for



# Foreign, Commonwealth & Development Office



example if there is no demand and buy-in from the Government of Rwanda or the pipeline of opportunities is so small that it does not justify further investments.

## 9. Extension Options

- 9.1 In agreement with the Supplier the contract may be extended by up to an additional £1,000,000 and by up to a further 12 months duration subject to Supplier performance, programme requirements, Business Case extension and FCDO approvals.

## 10. Duty of Care

- 10.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:
- 10.2 The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- 10.3 The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:
- 10.3.1 Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
  - 10.3.2 Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- 10.4 The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 10.5 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- 10.6 Where FCDO is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

## 11. Monitoring of Call-down Contract Performance

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

## 12. Commercial Caveats

- 12.1 REDACTED

## 13. Payment by Results

- 13.1 REDACTED



Foreign, Commonwealth  
& Development Office



**14. Additional Documents to be included in the Contract**

14.1 REDACTED

**15. Call-down Contract Signature**

15.1 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.

For and on behalf of  
The Secretary of State for Foreign,  
Commonwealth and Development Affairs

Name:

Position:

Signature:

Date:

For and on behalf of  
DAI Global UK Ltd

Name:

Position:

Signature:

Date:





Foreign, Commonwealth  
& Development Office



## Terms of Reference for a Public Sector Reform Technical Assistance Facility to the Government of Rwanda

### Contents

A. Introduction.....	2
B. Problem Statement .....	2
C. Objectives.....	4
D. Recipients.....	5
E. Scope of Work .....	5
F. Outputs.....	5
G. Team Composition.....	7
H. Oversight and Coordination .....	7
I. Reporting .....	8
J. Timeframe.....	9
K. Inception Phase Requirements .....	9
L. Budget, Payments and Performance.....	10
M. Safeguarding .....	11
N. Disability Consideration.....	11
O. Modern Slavery Consideration .....	11
P. Do No Harm Policy .....	11
Q. Delivery Chain Risk Management .....	11
R. UK Aid Branding .....	11
S. Transparency.....	12
T. General Data Protection Regulation.....	12
U. Digital.....	12
V. Duty of Care.....	12



# Foreign, Commonwealth & Development Office



## A. Introduction

The UK Foreign, Commonwealth and Development Office (FCDO) seeks to appoint a supplier to manage the implementation of the public sector governance component of the Strengthening Public Financial Management and Revenue Collection in Rwanda (SPARC) programme.<sup>1</sup>

SPARC supports improvements in audit, local government financial management and domestic revenue collection. Outside these three components the programme has resources to invest on technical assistance in support of emerging priorities across the public sector reform agenda.

The Supplier will develop and manage a platform to provide long and short-term technical assistance to central and local government institutions. This Technical Assistance Facility will support delivery of the Government of Rwanda efforts to increase growth, reduce poverty and improve human capital development outcomes. It will also support institutional change.

## B. Problem Statement

Rwanda's economic and social development has been impressive. The challenge, from an extremely low base, was to provide the peace, stability and security required for a rebuild of infrastructure, society, and the economy. Rwanda's government has delivered exceptional progress in many areas and compares well with other low-income countries. Rwanda is one of the only countries in the world to have achieved a hat-trick of strong growth, reduced poverty, and declining inequality. Hard to shift maternal and child mortality rates have fallen dramatically and life expectancy at birth has doubled in the past 20 years. Rwanda has high net enrolment and gender parity in primary school.

The first generation of reforms to rebuild the Rwandan state, infrastructure and economy is largely completed (state building phase). The government is now grappling with a second generation of reforms focused on growth, service delivery and outcomes.<sup>2</sup> The new agenda for reform is complex and highly demanding. Rwanda is facing complex developmental challenges such as improving the quality of education and health services, increasing agricultural productivity, developing new strategies to ensure the financial sustainability of the Community Based Health Insurance (Mutuelle de Santé), and achieving the high growth targets needed to finance the transformation strategy itself. In particular, the country needs a massive effort to build human capital if it is to realise its ambitious growth targets and reduce poverty.<sup>3</sup>

This transition requires overcoming bureaucratic barriers that pervade large sections of the public sectors.<sup>4</sup> Five common bureaucratic barriers stand out:

- Weaknesses in **cross-government coordination** of development efforts, especially regarding complex policy issues (e.g. early childhood development and nutrition);
- A need to adapt the existing **bureaucratic incentives** system, which has served the country well in driving first generation reforms, to the new challenges;

<sup>1</sup> For more information see <https://devtracker.dfid.gov.uk/projects/GB-1-204479>

<sup>2</sup> DFID Rwanda 2018 Country Development Diagnostic.

<sup>3</sup> Future Drivers of Growth in Rwanda – Innovation, Integration, Agglomeration and Competition. Government of Rwanda and World Bank, 2019.

<sup>4</sup> DFID Rwanda 2018 Country Development Diagnostic.



## Foreign, Commonwealth & Development Office



- Weak **feedback mechanisms** for citizens and private sector to influence policy analysis and for government to hear the grievances of the poorest people;
- Weak policy analysis, **policy development** and implementation capacity in areas vital to delivering the National Strategy for Transformation.
- A need to **decentralise decision making** more effectively, matching policy solutions better to current needs on the ground.

### Box 1: Coordination Function and Reforms<sup>5</sup>

Coordination of the central state is underpinned by a coherent planning framework that ministries and central agencies can follow and that becomes the bedrock for the evaluation of their performance. The overarching national planning documents hold a central place in state planning and coordination. Vision 2020 and Vision 2050 set out respectively the long-term vision and aspirations which are reflected in the medium-term strategy, currently the National Strategy for Transformation 2017-2024 (NST1) and the District Development Strategies. The District Development Strategies establish the link between local priorities and national priorities as reflected in the current NST1 and the 16 Sector Strategic Plans. To implement these strategies annual action plans are devised each year by ministries and district authorities.

Coordination is reinforced by a tight evaluation of annual targets, which are extracted from the set of activities to be implemented during the fiscal year. These targets are known as *imihigo* or performance contracts (see Box 2 under Section C of these terms of reference). Evaluation of ministerial work also results from two feedback mechanisms enshrined in the constitution: National Leadership Retreats or *Umwiherero* and National Dialogues or *Umushyikirano*. The Leadership Retreats were created in 2004 to accelerate policy implementation on governmental priorities. They are annual events that bring the government's senior leadership together to set priorities for the year ahead and discuss the country's progress toward achieving the long- and medium-term goals. *Umushyikirano* is a forum for national dialogue attended by government officials, representatives of civil society and members of the diaspora to discuss a wide range of issues related to the state of the nation, functioning of decentralised structures and national unity.

The Prime Minister's Office (PMO) is in charge of ensuring that the resolutions adopted at these events are integrated into ministries' planning and *imihigo* for the next year. In 2008, frustrated by poor service delivery performance and coordination failures across ministries, the President took steps to improve coordination at the centre of government. He created two units, a Strategy and Policy Unit (SPU) within his own office and a Coordination Unit in the PMO. These actions helped improve the retreat planning process. By 2011, the retreats had become high-level fora for government planning, coordination and accountability (compare for instance the six priorities developed in 2011 with 174 at the retreat two years earlier).<sup>6</sup>

A second wave of coordination reforms were implemented between 2012 and 2014. The PMO for example merged the Cabinet Secretariat and the Coordination Unit into the Government Action Coordination Unit (GACU) in charge of preparing cabinet meeting, coordination, and reporting of ministerial work.<sup>7</sup> GACU has the responsibility to coordinate state agencies on issues involving more than one ministry and solve collective action problems in government.

<sup>5</sup> Benjamin Chemouni, The Politics of Core Public Sector Reform in Rwanda, 2017, Effective States and Inclusive Development (ESID) Working Paper No. 88.

<sup>6</sup> Deepa Iyer, Improving Coordination and Prioritization: Streamlining Rwanda's National Leadership Retreat, 2008-2011, 2012, Innovations for Successful Societies, Princeton University, <http://successfulsocieties.princeton.edu/>

<sup>7</sup> Jonathan Friedman, Shifting the Cabinet into High Gear: Agile Policy-Making in Rwanda 2008-2012, June 2012, Innovations for Successful Societies, Princeton University, <http://successfulsocieties.princeton.edu/>





## Foreign, Commonwealth & Development Office



### C. Objectives

The intended **outcome** of the technical assistance is improved public sector capacity to deliver complex 'second generation' reforms. The **intermediate outcomes** the programme will focus on include:

1. Improved coordination across government, especially in relation to the implementation of cross-cutting policies.
2. Reforms in *imihigo*, showing that the performance contract system is evolving to meet new challenges.
3. Attributable examples of more effective mechanisms to incorporate citizen feedback into government's policies, plans and budgets.
4. Improvements in Government policy in key economic and social sectors.
5. Measurable changes in the local government's autonomy and accountability to citizens, and further decentralisation of resources and decision-making powers.

The intermediate outcomes may change slightly as the context and the Theory of Change evolve.

#### Box 2: *Imihigo* Performance Contracts

In 2006, the Government of Rwanda launched an innovative system known as the *imihigo* process. This homegrown system of performance contracts has underpinned Rwanda's extraordinary success in reducing poverty and spurring economic growth. *Imihigo* has its roots in a pre-colonial Rwandan cultural practice whereby chiefs or warriors would publicly vow to achieve certain goals and face public humiliation if they failed. The modern *imihigo* process linked this traditional practice with planning, budgeting, monitoring and oversight.<sup>8</sup>

*Imihigo* are binding agreements between the President of Rwanda and local government institutions and line ministries. They set out annual targets for each respective institution. These targets provide a framework to establish domestic accountability. *Imihigo* are an essential component in the wider planning and budgeting process and have been linked to the Government's long-term vision and medium-term plans (i.e. NST1).

The *imihigo* process and approach has been subject to ongoing adaptation and innovation to meet new challenges. For example, the introduction of Joint *Imihigo* in 2015 was designed to overcome coordination failures and bind in private sector actors, ensuring collective accountability for delivery against cross-ministerial priorities. Most recently, the Government started to place greater emphasis on quality and long-term impact, as well as strengthen community engagement in target-setting. As Rwanda looks ahead to implement Vision 2050, *imihigo* will need to continue evolving to meet the challenges of a more complex economy and society.

The key measures of changes at outcome level are not predetermined in these terms of reference. They will depend on the specific issues selected and the technical assistance interventions designed by the Supplier. The list of indicators could include for example documented instances of outcome-based *imihigo* targets being designed, governance scorecard data on local leaders' engagement with citizens, improved monitoring and evaluation systems for top cross-government priority policies, case studies of locally-led *imihigo* setting processes, or case studies of better coordination between central and local government on planning and delivery of public services.

<sup>8</sup> Daniel Scher, *The Promise of Imihigo: Decentralized Service Delivery in Rwanda 2006-2012*, 2010, Innovations for Successful Societies, Princeton University, <http://successfultsocieties.princeton.edu/>



## Foreign, Commonwealth & Development Office



Specific outputs include: (i) Identify technical assistance opportunities and scope their technical and political feasibility and chances of success; (ii) Manage and deliver high-quality technical assistance; (iii) Monitor delivery and evaluate impact of the technical assistance.

### D. Recipients

The recipients of the services will be central and local government institutions. Central government institutions may include the Prime Minister's Office (PMO), the Ministry of Finance (MINECOFIN), the Ministry of Local Government (MINALOC) and other line ministries, implementing agencies and boards. Local government institutions may include the City of Kigali, the Districts and their subsidiary entities, or the Provinces. The ultimate beneficiaries of the intervention will be the Rwandan citizens through more effective governance of public resources resulting in better and faster development progress in Rwanda.

### E. Scope of Work

The Supplier will design, develop and manage a **Technical Assistance Facility** for the Government of Rwanda. This flexible and responsive facility will provide technical expertise and capacity building to government ministries and implementing agencies, in support of five areas:

1. Cross-government coordination;
2. Performance incentives;
3. Feedback mechanisms;
4. Policy development and implementation;
5. Decentralisation policy and local government capacity.

The facility will finance mostly technical assistance (either direct or contracted) with a small provision for training, workshops, goods and sub-contracting specialist companies. The technical assistance will work in two ways:

- a. Embedding advisers in ministries and other implementing agencies (medium and long-term technical assistance);
- b. Short-term deployment of technical experts to provide advice, run workshops, undertake studies and research, mentor and coach government officials (short-term technical assistance).

The Supplier will be responsible for managing the fund and the entire cycle of the interventions from design (e.g. terms of reference, results frameworks and theories of change) to monitoring and evaluation of results. Importantly, the Supplier will recruit, contract and manage advisers and consultants for long or short-term assignments and provide assurance on the quality of their outputs.

### F. Outputs

*Output 1: Identify and scope technical assistance opportunities.*

During the first three months of the contract (the inception phase), the Supplier will identify and select technical assistance opportunities in the five areas described in Section E,



## Foreign, Commonwealth & Development Office



developing a pipeline and a workplan. Technical assistance interventions will be selected on the basis of a number of factors, including an assessment of the likelihood of affecting change, whether that change will result in benefits for poor people, and whether the resolution of the problem could translate into broader improvements in the ways of working (institutional changes).

The key operational feature of the approach to the Technical Assistance Facility is the selection of interventions that are both **technically sound and politically feasible**. Each opportunity needs to pass a feasibility test based on both technical and political considerations. All technical assistance projects and activities, at any stage of design and implementation, should be firmly grounded in an understanding of the way political and bureaucratic incentives work in Rwanda. Bidders should explain how they propose to deliver this requirement (e.g. in-house and regular analysis of the political economy or other approaches.)

The Facility should respond to the needs of the Government of Rwanda and should be aligned to their priorities. Decisions on how to use the fund will be taken by the FCDO and the Supplier, following the approach described in the paragraphs above.

### *Output 2: Manage and deliver high-quality technical assistance.*

The Supplier will be responsible for the recruitment, deployment and management of the consultants and advisers who will implement the selected interventions. There are two core requirements to consider: (i) the FCDO and the Government counterparts will be involved in the recruitment process and retain a degree of decision-making power, especially in relation to the most sensitive projects and activities<sup>9</sup>; but (ii) after the selection, the Supplier will manage contractual, performance and other human resource functions independently to minimise the need for supervision by the FCDO.

Potential suppliers should provide in their proposals a description of how they will resource the technical assistance, e.g. own staff, a pool of associated consultants and advisers, sub-contractors, resource centres or a mixture of these approaches. The arguments in support of their preferred solution should be presented using a value for money framework (economy, efficiency, effectiveness).

### *Output 3: Monitor delivery and evaluate impact of the technical assistance.*

The SPARC programme has its own overarching log-frame and monitoring and evaluation system. Responsibility for tracking progress and reviewing impact is housed in the FCDO. The Supplier however will develop a framework and processes to monitor the implementation of SPARC public sector component through this Technical Assistance Facility. Bidders should clearly describe and price their proposed monitoring approach.

This output has three dimensions: (a) providing information and data to hold the Supplier accountable to the recipients of the services and to the FCDO for outputs and outcomes; (ii) enabling the programme to flex and adapt rapidly; and (iii) capture and share lessons on how change happens in the public sector.<sup>10</sup>

<sup>9</sup> For example, the embedment of medium and long-term advisers at the centre of government.

<sup>10</sup> Although we expect to see some extent of learning outputs from this investment, suppliers should bear in mind that this is an action programme and not a research programme.



## Foreign, Commonwealth & Development Office



We are looking for a **high degree of flexibility and adaptability** in the programming approach. This means that potential suppliers need to be comfortable with a certain degree of uncertainty and critical reflection; support proper use of evidence and data on a regular basis; be able to redistribute resources across the portfolio or close interventions fast and responsibly if it becomes clear that they will not be achieving meaningful outcomes; and ensure a strong strategic vision rather than an unfocused series of activities.

### G. Team Composition

Bidders should propose how they intend to manage the Technical Assistance Facility. Our preference is for a small, lean core team with a full-time presence in Rwanda. Administration, finance and back-office can be located remotely but one senior decision-maker / team leader should be based in country for the duration of the contract. However, we recognise that there are many different ways of delivering the facility and we welcome suggestions from bidders, supported by clear cost-benefit considerations.

The ability of the team leader to gain trust and build a strong collaboration with government is a fundamental ingredient for the success of this programme. Equally important is her or his capacity to lead the delivery of politically informed programmes. In particular, we are looking for a capable and motivated individual with:

- Advanced programme leadership skills;
- Political awareness;
- Excellent interpersonal, communication and stakeholder management skills;
- Track record of influencing institutional changes;
- Ability to 'see the big picture' and communicate outcome level results;
- Experience of governance programmes and public sector reforms.

### H. Oversight and Coordination

The Supplier will report to the Senior Responsible Owner (SRO) for the SPARC programme and to the Programme Manager in the British High Commission Kigali. The SRO is accountable for the vision and overall performance of the programme. The Programme Manager is responsible for managing the programme's results, finances, risks, and compliance. The Programme Manager also manages the contract with the Supplier including their performance.

The long-term advisers deployed through the Technical Assistance Facility and embedded within government institutions will report to the Supplier, and to their respective counterparts in the Government of Rwanda. The short-term advisers and consultants will report to the Supplier.

By the end of the inception phase, the Supplier will have proposed a plan to ensure that the Government of Rwanda has oversight of the Technical Assistance Facility. The Supplier and the FCDO will meet regularly to discuss progress and coordinate next steps. We expect that these formal coordination meetings will be scheduled every two weeks during the inception phase and monthly in the implementation phase. The frequency of the meetings will be reviewed after eighteen months.



## Foreign, Commonwealth & Development Office



### I. Reporting

The Supplier will abide by the following reporting requirements:

1. At the end of the three-month inception phase, the Supplier will have produced an **Inception Report** which includes theory of change, results framework, value for money framework, and a monitoring and evaluation plan.
2. **Annual Workplans** with financial forecasts will be submitted to the FCDO for approval at least 30 days before the start of each 12-month period. A shorter planning timeframe may be agreed during the inception phase.
3. **Quarterly Progress Reports** outlining the Supplier's progress towards the approved workplan, with a forward-looking section on the next quarter and an updated risk analysis. Written reporting will be supplemented by fortnightly meetings on issues arising.
4. Regular updates of the **Delivery Chain Map**<sup>11</sup> and **Delivery Chain Risk Map**<sup>12</sup>. The FCDO is required to report against this throughout the intervention to ensure all FCDO monies can be tracked through the chain.
5. At the end of each year (end November), and prior to the FCDO annual review, the Supplier will submit to the FCDO an **Annual Report**. This will include a self-assessment of the results achieved against the log-frame milestones and the value for money targets, updated risk analysis and mitigation strategy, lessons learned, and recommendations for the following year implementation. The Annual Report will largely follow the FCDO Annual Review format.
6. **Monthly Financial Reports** under the accrual basis of accounting, figures will be presented by outputs and type of expenditures.<sup>13</sup> Expenditure summaries will be submitted monthly to support monthly invoices.
7. **Quarterly Financial Reports** under the accrual basis of accounting, with a table comparing budget with expenditure, and updated forecasts for the following quarter(s).
8. **Annual Financial Reports** also under the accrual basis of accounting, including the Annual Budget for the financial year April to March.
9. At the end of the contract, the Supplier will produce a **Project Completion Report** with a summary of the results achieved, case studies on how change happened, a revised theory of change with new evidence acquired during implementation, other lessons learned, and a set of recommendations for potential future support.
10. Should the FCDO decide to commission an independent evaluation of the programme or the Technical Assistance Facility, the Supplier will support, collaborate and share all relevant data with the third party.

<sup>11</sup> Delivery chain mapping is a process that identifies and captures, usually in visual form, the names of all partners involved in delivering a specific good, service or change, from the initial source of funding down to the end beneficiary.

<sup>12</sup> Delivery chain risk mapping is about understanding, capturing and managing the risks to the delivery of the programme, in relation to downstream delivery partners. It is a visual depiction that builds on the delivery chain map. It provides more information about the formal relationships, flow of funds from the initial source and the potential risks, right down to the end beneficiaries.

<sup>13</sup> The details will be discussed and agreed between the FCDO and the Supplier during the inception phase.





## Foreign, Commonwealth & Development Office



### J. Timeframe

The contract will be awarded for a period of up to 48 months, expected to start in July 2021 and to end no later than June 2025, when the SPARC programme terminates. It will be phased into a three-month inception phase and a 45-month implementation phase. There will be three break points in the contract:

- Break Point 1: March 2022.
- Break Point 2: After two years of implementation.
- Break Point 3: March 2024

The Supplier will require formal approval from the FCDO before starting the next phase. The FCDO's approval will be subject to acceptance of the deliverables and satisfactory performance of the Supplier. Break Point 3 will be subject to all stated conditions and HM Treasury (HMT) approval. The FCDO further reserves the right to terminate the contract at any time in the event of substantial changes within the operating environment, for example if there is no demand and buy-in from the Government of Rwanda or the pipeline of opportunities is so small that it does not justify further investments.

### K. Inception Phase Requirements

The minimum requirements for the inception phase are as follows:

- Detailed Inception Workplan with timescales, staffing and budget, within three weeks from the start of the contract.
- Technical Assistance Facility design papers, including governance and financial management arrangements.
- A reach pipeline of technically solid and politically feasible opportunities for long- and short-term technical assistance.
- Implementation Workplan with timescales, staffing, and indicative budget for the entire duration of the project. This should be considered a live planning document and regularly updated as monitoring information starts feeding back and assumptions change.
- Revised Theory of Change, Log-frame and progress indicators for the public sector governance component of SPARC, Value for Money Framework, and Monitoring & Evaluation Plan with indicative costs.
- Updated Risk Assessment with risk management strategy, and a Delivery Chain Risk Map.<sup>14</sup> This should be considered a live planning document and updated every quarter.

Bidders are invited to add other deliverables to the above list of minimum requirements, reflecting their proposed methodology and approach.

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<sup>14</sup> The processes to identify, assess, allocate, manage and monitor current, anticipated and emerging risks and issues should be aligned to the FCDO's risk management system. So, for instance, risks will be considered through six categories: context, delivery, safeguarding (see Section M of these terms of reference), operational, fiduciary and reputational. The likelihood of the risk being realised and the impact if it is realised will be assessed on a four point scale (minor, moderate, major and severe).



## Foreign, Commonwealth & Development Office



### L. Budget, Payments and Performance

The budget for this component of the SPARC programme is up to £5 million, inclusive of all applicable taxes<sup>15</sup>, for the 48 months of the contract duration. The contract may be extended by up to an additional £1m and by a further 12 months duration subject to performance, programme requirements, Business Case extension and FCDO approvals. Bidders should allocate a provisional budget of £100,000 for goods, workshops and training. However, if required for the delivery of the contract and programme, further funds may need to be taken from the available Technical Assistance Facility budget (as referred below) within the contract to pay for additional goods, workshops or training as required.

The Supplier is encouraged to utilise the full budget available when preparing their proposal but seek to reduce their management cost (Core Team), expenses, NPAC (Non-Project Attributable Costs) and profit in order to maximise the full potential budget for the Technical Assistance team.

The inception phase will last three months. Progress to the implementation phase will be subject to satisfactory performance of the Supplier. Payments will be linked to milestones based on inception phase deliverables. Bidders should outline a detailed workplan for the first six months in their proposals.

We expect that the payment of a minimum of 5% of the implementation phase costs should be linked to the achievement of intermediate outcomes. The outcome indicators will be agreed by the end of the inception phase. The outcome payments will be made at the point in the programme when the agreed outcome indicators have been achieved. The payment of the remaining 95% of the implementation phase costs will be linked to workplan deliverables.

#### **Box 3: Payment Mechanisms**

- All costs will be paid in arrears, monthly (or quarterly) and against a financial report submitted with the invoice.
- Inception phase payments will be made against milestones based on pre-agreed inception phase deliverables.
- Implementation phase payments will be made upon achievement of milestones. A minimum of 5% of the costs should be linked to programme outcomes, the remaining 95% or less to workplan deliverables.

Bidders should clearly outline their costs to manage the requirements of this ToR. However, it is not expected that bidders will be able to detail the exact Technical Assistance roles and number of days per role within their bids for the Implementation Phase. Therefore, bidders should clearly outline and separate within their cost pro-forma the Technical Assistance roles they anticipate may be required and the maximum day rate ceilings that they would apply for those roles i.e. the 'Technical Assistance Facility budget'. The proposed number of days per role within this 'Technical Assistance Facility budget' for the Implementation Phase will be arbitrary at the point of submitting the bid, but it is essential that the total value of this budget is clearly reflected in the bids. At the end of the Inception Phase, the bidder will be presenting their proposed workplan and this must include an updated cost pro-forma that reflects the actual requirements and day rates (within the original ceilings provided as part of the original

<sup>15</sup> It is the Supplier's responsibility to establish its taxation position both in the UK and in Rwanda and ensure it meets its obligations.



## Foreign, Commonwealth & Development Office



contract). This may then be subject to a contract amendment to ensure the contract clearly reflects the correct personnel structure and costs for the Technical Assistance Facility budget for the remainder of the contract.

### **M. Safeguarding**

The 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.

Building on information provided in bids, the FCDO will require an in-depth safeguard risk assessment to be done in the inception phase with a mitigation strategy developed and monitored throughout programme implementation and an adaptive programme approach to address any issues as they arise, based on regular safeguards risk review. Relevant skillset, and capacity is required within the Supplier to undertake, implement and monitor the safeguards risk assessment and mitigation strategies.

### **N. Disability Consideration**

The Supplier should demonstrate that interventions are inclusive. The Supplier should have a clear strategy to identify and support beneficiaries with disabilities where appropriate.

### **O. Modern Slavery Consideration**

The Supplier shall commit to prevent all forms of modern-day slavery. The Supplier shall ensure accountability and fair recruitment process for its staff and for the staff of its partners or sub-contractors.

### **P. Do No Harm Policy**

The 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.

### **Q. Delivery Chain Risk Management**

Potential suppliers should provide in the tender evidence of their capacity to ensure risks will be managed and mitigated at all levels of the delivery chain. They should also provide visibility of the flow of FCDO monies via a Delivery Chain Map, which the successful supplier will keep updated throughout the contract implementation.

The Supplier will produce a Delivery Chain Risk Map which identifies all partners involved in the delivery of the programme. This will be reviewed and updated periodically, in line with agreed programme monitoring processes and procedures. As a minimum, it should include details of: (i) The name of all downstream delivery partners and their functions; (ii) Funding flows (e.g. amount, type) to each delivery partner; (iii) High level risks involved in programme delivery, mitigating measures and associated controls.

### **R. UK Aid Branding**

Partners that receive funding from the FCDO must use the UK Aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by





## Foreign, Commonwealth & Development Office



UK taxpayers. Partners should also acknowledge funding from the UK Government in broader communications, but strictly no publicity is to be given to this contract without the prior consent of the FCDO.

### **S. Transparency**

The FCDO has transformed the approach to transparency, reshaping our own working practise and encouraging others across the world to do the same. The FCDO requires suppliers 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 all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publication of accurate data, and providing evidence of this to the FCDO. Further IATI (International Aid Transparency Initiative) information is available at [www.aidtransparency.net](http://www.aidtransparency.net).

### **T. General Data Protection Regulation**

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

### **U. Digital**

Any expenditure on digital services will fall under the FCDO's Digital Spending Policy. Expenditure on such items will need to be approved by the FCDO SRO through FCDO's internal systems.

We define digital services as *any external-facing service provided through the internet or mobile to citizens, businesses, and civil society or non-government organisations*. It can range from text messaging to enable mobile cash transfers, satellite mapping to identify the spread of deforestation or disease, databases of beneficiaries and their feedback, knowledge portals to share programme research, web applications and mobile applications<sup>16</sup>. It does not apply to internal-facing digital tools between the FCDO and the Supplier or within the Supplier organisation.

### **V. Duty of Care**

The Supplier is responsible for the safety and wellbeing of its personnel and third parties affected by their activities under this contract, including appropriate security arrangements for their domestic and business property. The Supplier is also responsible for the provision of suitable security arrangements for their domestic and business property.

The Supplier is responsible for ensuring appropriate safety and security briefings for all their personnel working under the contract and ensuring that their personnel register and receive security briefings from their respective Embassies. The travel advice and updates are available on the FCDO website.<sup>17</sup>

<sup>16</sup> The Guidance on digital spend advice and controls for FCDO partners and suppliers can be accessed on the UK Government portal at: <https://www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-dfid-partners-and-suppliers>

<sup>17</sup> <https://www.gov.uk/foreign-travel-advice/rwanda>



## Foreign, Commonwealth & Development Office



Bidders must develop their response on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial Risk Assessment Matrix developed by the FCDO. Bidders must confirm in the tender that:

- They fully accept responsibility for Security and Duty of Care;
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan;
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

If a bidder is unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, their tender will be viewed as non-compliant and excluded from further evaluation. Acceptance of responsibility must be supported with evidence of capability and the FCDO reserves the right to clarify any aspect of this evidence.

A summary Risk Assessment Matrix for Rwanda is provided in Annex 1.



# Foreign, Commonwealth & Development Office



## Annex 1: Summary Risk Assessment Matrix

Project Title: **Public Sector Reform Technical Assistance Facility**

Location: **Rwanda**

Date of assessment: **02 June 2021**

Theme	DFID Risk score
<b>OVERALL RATING<sup>18</sup></b>	<b>2</b>
FCDO travel advice	4 <sup>19</sup>
Host nation travel advice	3
Transportation	3
Security	2
Civil unrest	1
Violence/crime	2
Terrorism	1
War	1
Hurricane	Not available
Earthquake	4 <sup>20</sup>
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	

<sup>18</sup> The risk rating is calculated using the MODE function which determines the most frequently occurring value.

<sup>19</sup> FCDO advises against all but essential travel to the whole of Rwanda, based on the current assessment of COVID-19 risks.

<sup>20</sup> The risk of earthquakes has increased following the eruption of Mount Nyiragongo volcano in Democratic Republic of Congo (DRC). The FCDO advises against all but essential travel to the town of Gisenyi in Rubavu district.



Foreign, Commonwealth  
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## Annex 2: Schedule of Processing, Personal Data and Data Subjects

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<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> <ol style="list-style-type: none"> <li>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</li> <li>2) For the avoidance of doubt the Supplier shall provide <b>anonymised data</b> sets for the purposes of reporting on this project and so the FCDO shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</li> </ol>

**Schedule of Prices**

REDACTED