

Section 4 Appendix A Annex A

TERMS OF REFERENCE

FOREST GOVERNANCE MARKETS AND CLIMATE (FGMC) PROGRAMME MANAGEMENT 2021-2023

Summary: The UK Foreign, Commonwealth and Development Office is seeking a framework provider (“Supplier”) to assist in the management of its Forest Governance, Markets and Climate (FGMC) programme. over the final two years of this 12-year, £280 million programme.

FGMC is a global programme which has the broad aim of bringing about governance and market reforms that reduce the illegal use of forest resources and benefit poor people who depend on forests for their livelihoods. It tackles illegal logging in developing timber-producing countries, the trade in illegally produced timber products, and seeks to apply lessons from timber trade reforms to trade in other commodities linked to deforestation.

The Supplier will be required to: support political and strategic engagement to deliver programme objectives; provide technical oversight over, and consolidate reporting from a broad range of delivery partners working in multiple countries, and; directly manage a pre-agreed portfolio of grants, with an estimated value of £25 million in the contract period. The Supplier will be required to work closely with FCDO and other partners in an iterative and flexible manner.

The maximum available budget for the services will be 2,273,930 GBP, excluding any government taxes. The contract will start on 01 November 2020 and run until 30 April 2023.

The Supplier will play a crucial role in ensuring that the results already achieved over the life of the programme, at national and global levels, are sustained and enhanced, and that learning is captured and available to inform future programmes.

The Supplier will be required to take over the functions of the current Programme Management Support Team (with a contract expiring in April 2021), with as seamless a handover as possible.

INTRODUCTION

1. FCDO is seeking a Supplier to manage its Forest Governance, Markets and Climate (FGMC) Programme. FGMC is a global programme which has the broad aim of bringing about governance and market reforms that reduce

the illegal use of forest resources and benefit poor people who depend on forests for their livelihoods. It tackles illegal logging in developing timber-producing countries, the trade in illegally produced timber products, and seeks to apply lessons from timber trade reforms to trade in other commodities linked to deforestation.

2. The Programme's Business Case¹ covers a 12-year period 2011-23, with a total budget of £280 million funded from UK International Climate Finance (ICF). Programme expenditure totals £201.5 million, as of January 2020. A recent Business Case addendum, approved by FCDO Ministers in October 2019, extended the end date from August 2021 to April 2023 and provided a £30 million uplift in budget (with some of this budget increase to be utilised in 2020). The 2011 Business Case, subsequent Addenda dated 2014, 2018 and 2019, and FCDO Annual Reviews are published on the UK Aid Development Tracker <https://devtracker.FCDO.gov.uk/projects/GB-1-201724/documents> . Supporting delivery of the priority activities identified in the 2019 addendum will be central purpose
3. The programme is implemented through a mixture of grants to civil society and multilateral organisations, operating in multiple countries, and service contracts providing support to governance reform processes in specific focus countries. The programme was initially managed in-house by FCDO staff, but from 2015 onwards a broad range of technical and fund management functions has been outsourced to a Programme Management Support Team (PMST), contracted with KPMG. This new contract will assume responsibility for the equivalent functions from April 2021, and include: financial and technical management of up to 20 Accountable Grants of up to an estimated value £25 million in the contract period; specialist expertise assisting FCDO in sustaining the political dialogue with key partner countries (Guyana, Liberia, Ghana, Cameroon, Republic of Congo, Indonesia, Vietnam, China) and in the oversight of other Suppliers, and; consolidating overall monitoring and reporting on FGMC activities and results, including rapid responses to ad hoc information requests. .

¹<https://devtracker.FCDO.gov.uk/projects/GB-1-201724/>

RECIPIENT OF SERVICES

4. The client and recipient of services is the UK Foreign, Commonwealth and Development Office (FCDO).
5. The Supplier, in consultation with the FCDO Senior Responsible Officer (SRO) for FGMC, will be required to liaise frequently with FCDO offices in the UK and in countries where FGMC has significant activities (or British Embassies or High Commissions in countries where there are no FCDO offices).

OBJECTIVE

6. The overarching objective of the services will be to successfully manage completion and closure of the final phase of the FGMC programme, particularly by enabling delivery of priorities for 2021-23 identified in the 2019 Business Case addendum. To achieve this, the Supplier will effectively manage aspects of implementation of the Forest Governance, Markets and Climate (FGMC) Programme, including: (i) responsibility for financial and performance oversight of all Accountable Grants; (ii) performance oversight of selected Memoranda of Understanding and Service Contracts and; (iii) preparation of comprehensive consolidated reporting on FGMC activities and finances, creating a legacy of information resources for future programmes.

SCOPE

7. Located in the United Kingdom and working closely with the FCDO team, the Supplier will manage and monitor programme activities to ensure that they are on track and delivering value for money. This will include providing technical advice, supporting FCDO's political engagement, and tracking and monitoring progress of 6 Service Contracts and Memoranda of Understanding (covering action in Guyana, Liberia, Ghana, Cameroon, Republic of Congo, Indonesia, China, Vietnam), and assuming full responsibility, including management of FCDO funding, for Accountable Grants.

8. The selected Supplier will be an organisation with a strong track record of outsourced management of a multidimensional development programme, including grant fund management and contract management. Its personnel assigned to the services will have extensive knowledge of and expertise in the subject matter covered by FGMC programme, including but not limited to:

- Administrative and financial management of grants;
- Contract management and performance oversight;
- Forest sector policy and legislative reform in the Republic of Congo, Gabon, DRC, Cameroon, Ghana, Liberia, Guyana, Indonesia, Vietnam);
- International trade in timber and commodities grown on land converted from forest, and related controls and standards;
- International trade in commodities to and from China;
- Environmental and social issues in the forest sector, including those related to tenure rights, gender, poverty and livelihoods, climate change, links between forestry and the illegal wildlife trade; and
- International development and theories of change, and appropriate monitoring techniques to assess programme implementation.

9. Organisations that currently hold FCDO contracts funded under the FGMC programme will be asked to demonstrate at prequalification stage how they would manage any actual or perceived conflict of interest in undertaking the functions of the Supplier.² The Supplier will not be eligible to bid for accountable grant funding provided through the FGMC programme. Current accountable grants holders could not simultaneously hold a grant provided through the programme and undertake the functions of the Supplier.

² See annex 1, 2 and 3 for details of grants, contracts and MoUs to be managed

10. The Supplier will be expected to disburse up to £25 million of grant funding over the contract duration, however this third party funding may increase or decrease in line with programme requirements. The Supplier will establish a separate bank account for managing third party funding.

SUCCESS FACTORS AND DELIVERABLES

11. To demonstrate effective grant management, the Supplier will:
- i. ensure FCDO-approved grant proposals are contracted under new grant agreements and operational by 1 April 2021;
 - ii. manage and guide grantees throughout the contract to maximise results, value for money, accurate financial forecasting, coordination between grantees and cross programme learning;
 - iii. ensure full compliance of grantees with reporting, programme and financial management requirements (including asset management and independent audit), as set out in grant agreements;
 - iv. effectively manage risks across the grants portfolio.
12. To demonstrate strategic oversight of FGMC and support political engagement, the Supplier will:
- i. provide timely and high-quality reporting, including but not limited to back-to-office reports of monitoring missions; programme-wide quarterly and annual reports; an annual report on progress achieved against the ICF KPI for Transformational Change; briefing documents on request to inform political engagement;
 - ii. deliver a well-run and high quality FGMC Stakeholder Forum event (see paragraph 30 xiii)

Reporting requirements are described in greater detail in paragraphs 38 to 43.

CONTEXT

13. The Forest Governance, Markets and Climate (FGMC) programme is a 12-year programme funded from the UK Government's International Climate Fund (ICF) allocation and implemented by FCDO.
14. The programme was originally designed to coordinate efforts with the EU's 2003 Forest Law Enforcement, Governance and Trade (FLEGT) Action Plan, as part of a global effort to tackle illegal logging, deforestation and the underlying governance and market failures. It is part of the UK's broader initiative on forests and climate focused on supporting developing country governance reforms. The UK's departure from the EU has not altered the objectives of FGMC.
15. The programme's main task is to support governance and market reforms that reduce the illegal use of forest resources and benefit poor people who depend on forests. It aims to achieve this by combining "demand-side" measures in consumer countries with "supply-side" actions in producer and developing countries, focusing on countries which enter into FLEGT Voluntary Partnership Agreements (VPAs) with the European Union.
16. The programme addresses three problems. First, it tackles market failure that encourages illegal logging and illegal forest clearance for agricultural commodity production. It works with the private sector to promote practices that favour trade in forest products from legal and well-managed sources and will extend lessons learnt to other illegally sourced "forest-risk" commodities that drive deforestation, such as soybean, palm oil, beef and leather.
17. Second, it tackles government failure, specifically the weak regulation of logging, forest clearance, and the trade in illegally sourced forest-risk commodities. The bulk of the programme is directed at improving public and private standards and the enforcement of these in producer and consumer countries.

18. Third, the programme aims to address the inequitable distribution of resources that results from illegal logging and illegal clearance, from associated corruption, and from the collection and distribution of forest revenues. Maintenance of the ecosystem services, clarification and improvement in the rights and tenure, and improvements in the distribution of forest revenues, will contribute to benefitting poor people living and around forests, and who depend on them for a significant proportion of their livelihood.

19. Specific programme outputs as set out in its log frame are:

producer and processing countries with effective multi-stakeholder institutions for overseeing, implementing, enforcing and monitoring legal, policy and market reforms and actions that control illegally sourced timber and other agricultural or forest-risk commodities;

compliance with public rules and policies, as well as private business standards in consumer countries, that discourage trade in illegal timber and other commodities sourced from illegal forest practices;

knowledge and momentum for change, based on sound evidence and lesson learning, amongst the public, NGOs, private sector and governments;

coherence between programmes on forests and deforestation at national and international levels.

20. Between 2011 and 2020, FGMC grants have been awarded to not-for profit organisations working to the same broad aims of the FGMC from a range of perspectives supporting grass-roots civil society organisations to engage in national policy making processes, international advocacy for tenure rights for forest-based communities, advice on developing legislation, governance and trade policy research, undercover forest crime monitoring, and support for coherent trade policies that favour legal trade. 23 grants are currently operating managed by the PMST. It is anticipated that up to

20 of the existing grants will be extended into 2022 and require management by the Supplier under this contract.

21. FCDO currently has 5 live contracts³ with suppliers to support actions in a number of countries, as listed at Annex 3. They include support for capacity building related to Liberia's VPA, support for implementation of Indonesia's VPA, provision of national governance reform Facilitators in 5 countries, and operation of a Project Management Office to coordinate cooperation with China on legal timber trade with developing countries, and addressing Chinese impacts on forests and forest dependent people through its overseas investments. A further contract covers independent evaluation and learning for the overall programme.

22. FCDO currently has agreed 3 Memoranda of Understanding (MoUs)⁴ with international organisations and country governments. These cover the UK's contribution to the European Forest Institute's FLEGT and REDD+ Facilities, provision of funding to the Ghana Forestry Commission to support implementation of its VPA, and funding through Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) to support improved legality of timber supply chains between Vietnam, Cameroon and Laos.

23. The programme contributes to UK's International Climate Finance commitment. FGMC works alongside and in conjunction with UK support for efforts to reduce deforestation, including REDD+, and aims to maximise coherence between these programmes.

TIMING AND BUDGET

24. The services will be provided for a period of 30 months from 01 November 2020 until 30 April 2023. All accountable grants managed by the Supplier will end no later than 31 December 2022. In the final 4 months of the contract the Supplier will concentrate on review and sign

³ See Annex 3

⁴ See Annex 2

off of final reporting by grantees, and preparation of a final report for FCDO.

25. FCDO has allocated a budget of up to a maximum of £2,273,930 (excluding VAT or other government taxes) for the services, but bidders should not craft their bids in such a way as to reach the budget ceiling that this parameter implies. In addition, the Supplier will manage grant funding to third parties, of up to £25 million. FCDO programmes are not automatically tax exempt and therefore the Supplier will be liable to pay any relevant taxes in the country of operation. Tax liabilities should therefore be taken into consideration in commercial proposals.

METHODOLOGY

26. Bidders should propose:

- i. how they will ensure handover from the existing FGMC management contract is completed as smoothly as possible by April 2021;
- ii. how the project team will work strategically in FGMC priority countries (Guyana, Ghana, Liberia, Cameroon, Republic of Congo, Indonesia, Vietnam, China) and within a global community of practice to support the maximum impact from FGMC in the final two years of the programme;
- iii. approaches to managing and monitoring grants, consolidating reporting from grantees and other FGMC implementing partners, highlighting results achieved, and challenges;
- iv. approaches to risk management, financial management and demonstrating value for money.

ROLES AND RESPONSIBILITIES

A) Roles and Responsibilities for Accountable Grants

27. The current PMST will retain responsibility for managing all aspects of current grants which terminate on or before 31st March 2021.
28. The Supplier will assume responsibility for managing a pre-agreed portfolio of grants from 1 April 2021, issuing grant arrangements based on the standard FCDO accountable grant template. In all cases these grants will build from current grants and proposals will be pre-agreed by FCDO. The Supplier will be required to take a proportionate, risk-based approach to updating existing due diligence reports on grantees, prepared by the current PMST.
29. It is not anticipated that the Supplier will award any grants to new partner organisations, or increase the values of pre-agreed grants, but the ceiling for managed funds will include some contingency for this possibility.
30. The Supplier's responsibilities with respect to Accountable Grants will include:
 - i. Formalising the transfer of relevant grant arrangements from the current PMST, based as far as possible on existing grant letters and associated project documents to permit uninterrupted performance of their activities;
 - ii. Reviewing existing due diligence reports on grantee organisations, refreshing this information where appropriate, in accordance with FCDO guidelines; and ensuring grantees complete any outstanding priority actions from previous due diligence.
 - iii. Ensuring grantees comply with all terms and conditions, including financial and technical reporting requirements, UK Aid branding guidance, anti-fraud, safeguarding and whistle-blowing policies, compliance with IATI processes, and maintenance of capital asset registers.

- iv. Maintaining records of all correspondence with applicants, including their proposals
- v. Communicating regularly with grantees to gain an up-to-date knowledge of their activities and to resolve any issues arising from them, including any changes to planned activities and budget allocation by activity and time;
- vi. Receiving and reviewing grantees' technical and financial reports, providing and consolidating reported results, for quarterly and annual reporting to FCDO in a way that contributes to reporting against FGMC log-frame milestones;
- vii. Disbursing grants in a timely fashion on receipt and validation of grantees' technical and financial reports and claims for payment;
- viii. Preparing up-to-date consolidated forecasting of expenditure and informing FCDO quarterly about any changes to forecasts;
- ix. Coordinating with grantees to prepare stories that illustrate impacts on the ground that result from their activities and, in consultation with FCDO Advisers, developing approaches to publicising these stories;
- x. Monitoring grantees' activities at an appropriate level (including visits, to be agreed by FCDO, to countries where grantees have activities) so as to ensure delivery of agreed objectives and continuous value for money, and taking appropriate action, including recommending suspending or terminating any grants that fail to perform adequately;
- xi. Receiving Annual Audited Accounts from all grantees and verifying that each grant was expended in accordance with its agreed terms;
- xii. Maintaining records of all grants, including reports and monitoring results, in sufficient detail that will facilitate external monitoring or audit;
- xiii. In coordination with the FCDO SRO, organise an annual FGMC Stakeholders' forum for approximately 100 delegates, at which grantees

and other partners can share learning and receive updates on FCDO policy that affects their activities;

xiv. Provide information on grants to the independent FGMC Policy Evaluation and Learning Team in relation to their field visits and preparation of their reports; and

xv. Advise grantees' on their participation in relevant international events.

31. Third party funding is currently requested from FCDO and disbursed to grantees quarterly in advance, based on approved grantee work plans and forecasts, and it is expected that the Supplier will continue this system. Grantees must itemise and certify actual spend quarterly, and advance payments will be calculated based on needs for the next quarter, adjusted for any over- or under-spend in the prior quarter.

32. FCDO will issue payment to the Supplier for onward payment to grantees subject to receipt of all necessary assurances that amounts claimed for have been checked and verified. The Supplier will not be required to pre-finance payments to grantees.

B) Roles and Responsibilities for Third Party Contracts

33. FCDO is the contracting party for the supplier contracts listed in Annex 3 but will delegate aspects of monitoring and performance management to the Supplier:

34. FCDO will maintain direct relationships with the suppliers named in Annex 3, but the Supplier will provide technical guidance and assist FCDO in monitoring performance, including:

- i. Receiving and reviewing contractors' technical reports, summarising performance progress quarterly, and informing the FCDO SRO promptly of issues that need their attention;
- ii. Providing advice and guidance to project teams as requested;

- iii. Notifying the FCDO SRO of any implementation or performance issues
- iv. Maintaining direct contact with the third-party Suppliers, including meeting with them at least once every quarter to review progress;
- v. Visiting those countries where relevant contracts are being implemented at least twice annually to review progress on the ground, where feasible in conjunction with project steering committees or similar events attended by FCDO team members.

C) Roles and Responsibilities for Memoranda of Understanding

35. The Supplier will assume responsibilities for performance oversight of the Memoranda of Understanding with the Ghana Forestry Commission and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), as listed at Annex 2, including:

- i. Acting as a first contact point in relation to technical matters related to actions under each MoU;
- ii. Providing technical advice to the FCDO SRO related to performance of actions under MoUs, especially in relation to preparation of planning meetings (e.g. Steering Committees) and on plans and reports;
- iii. Reviewing results as reported under MoUs and assisting with consolidating results into quarterly FGMC reports; and
- iv. Providing advice to FCDO Programme Officers on whether performance under MoUs is meeting expectations.
- v. Attend steering committees established for oversight of MoUs, if required and as directed by the FCDO SRO.

36. Roles and Responsibilities in support of FCDO SRO in supporting political engagement

- a. Providing technical advice to the FCDO SRO related to sector specific developments in key partner countries;

- b. Providing advice and project updates to in-country FCDO and FCO advisors on sector developments and establishing relations with other donors in the sector in partner countries
- c. Attend steering committees established for oversight of projects if required and as directed by the FCDO SRO.

37. Roles and Responsibilities in support of Independent Evaluation and Learning

The Supplier will share documents and information transparently with the FGMC Policy Evaluation and Learning Team (PELT) engaged through a FCDO contract with IPE Global Ltd , or any other supplier engaged by FCDO to provide independent evaluation and learning for FGMC. The Supplier will also provide advice on field visit itineraries, key sites, stakeholders and interviewees, to maximise the efficiency and effectiveness of evaluation missions.

REPORTING TO FCDO

38. Within six weeks of the commencement of the contract, the Supplier will submit a draft **Inception Report** to FCDO, focussed on management issues. It will confirm the approach to providing the services as set out herein, identifying any recommended changes for improving service delivery. It will also confirm the status of managed grants, including the status of all necessary due diligence. A final Inception Report will be submitted to FCDO within 2 weeks of receiving FCDO's response to the draft Inception Report.
39. Within one month of the quarters ending June 30th, September 30st and December 31st each year, the Supplier will submit **Quarterly Reports** to FCDO. These will summarise, by country and/or thematic area, the main actions and results achieved by all FGMC implementing partners during the previous quarter, and summarise of key actions and events anticipated in the following quarter. The structure of quarterly reports, which will be agreed with FCDO, should as a minimum include:

- i. A summary of key points;
 - ii. Financial and performance information;
 - iii. Main results achieved;
 - iv. Risks identified and actions taken;
 - v. If applicable, case studies (non-technical and jargon-free) suitable for general communications about the programme
 - vi. Forward look for the following quarter.
40. By 31st May each year, the Supplier will submit a draft **Annual Report** to FCDO, to be finalised before 30th June. This will have a similar structure to quarterly reports but cover activities and results over the whole financial year. The Supplier will track and report annually on FGMC budgeting and expenditure by country, and by cross cutting themes determined by FCDO (for example, FGMC expenditure that also addresses illegal wildlife trafficking).
41. FGMC reports results annually against the ICF Key Performance Indicator for **Transformational Change**. The Supplier will adopt methodology developed by the current PMST to prepare reports scoring transformational change, by 31st March 2022 and 31st March 2023.
42. The Supplier should submit brief **back-to-office reports** following each country visit undertaken. These should outline any significant issues identified, action taken and, where relevant, recommendations for action by FCDO.
43. The Supplier will submit additional ad hoc **briefing documents** on request, to inform political engagement. These may be country-specific or thematic.

FCDO CO-ORDINATION AND REPRESENTATION

44. The Supplier will report to the FCDO SRO and liaise with FCDO's Programme and Finance Officers assigned to FGMC. The Supplier will be expected to meet at least monthly with the FCDO team, to discuss the

implementation of the programme, and progress and pertinent developments in partner countries and international processes.

45. Significant overseas travel to monitor implementation of activities will be required. Every overseas mission will require prior approval from the FCDO SRO, but the Supplier should budget for up to 15 missions across focus countries, and to key international events in other locations. Risk scores for countries expected to require visits are provided at Annex 4.
46. In some cases, the FCDO's SRO may task the Supplier to represent FCDO and FCDO's interests in meetings and events which fall within the scope of FGMC and the duties described herein. This may include participation in steering committees established for oversight of MoUs, participation in ad hoc donor coordination meetings convened by the European Commission in Brussels, and other similar events.

PHASES

47. There will be a brief inception phase of 6 weeks maximum, when the Supplier's main focus will be on mobilisation, handover from the current Supplier, refreshing existing grantee due diligence information, and setting up accountable grant arrangements. Inception activities are expected to dovetail with implementation activities wherever possible, minimising delays to implementation.
48. There will be a break point set at 1 year after contract signature, at which time FCDO will confirm it is content with the Supplier's performance before moving into the second year of implementation. Continuation of the services after these periods will be based on agreement of deliverables and on satisfactory performance and the progress of the Supplier against the specified outputs.
49. From 1 January 2023 the contract will enter a final phase focussed on closure. Accountable grants managed by the Supplier will end no later than 31 December 2022. In the final 4 months of the contract the Supplier will concentrate on review and sign-off of final narrative and financial reporting

from grantees, preparation of a final report for FCDO, and providing inputs as requested to the FCDO Project Completion Report.

FLEXIBILITY, SCALING UP/DOWN OPTIONS AND AMENDMENTS

50. The FGMC programme must have scope to be adaptive to changes in political context and other opportunities and risks, and bids should reflect this. The financial ceilings stated in these Terms of Reference are expected to be sufficient to cover all likely scenarios. However, if FCDO recommends significant changes in the grants portfolio or the quantum of technical support required, the contract may be amended – changing the maximum value of grants managed, agreed number of country visits, or required levels of technical inputs.

ASSET MANAGEMENT

51. The Supplier will maintain a register of all capital assets of value exceeding £500 that have been directly purchased using FCDO funds. The Supplier will also ensure that grantees maintain asset registers, updated as part of the quarterly reporting process, and share these with FCDO on request. The Supplier will be responsible for carrying out spot checks of grantee's assets at project locations, when opportunities arise.

52. Assets remain the property of FCDO, unless otherwise agreed. Upon grant closure, disposal and future ownership of assets will be decided by FCDO in accordance with FCDO procedures on asset management and disposal.

PAYMENT STRUCTURE

53. Up to 80% of the Supplier's fees will be paid in arrears, preferably quarterly, based on a breakdown of inputs by team member, with justification provided where appropriate.

54. A minimum of 20% of the Supplier's fees will be contingent on Key Performance Indicators for Timeliness, Accuracy and Quality of the services, to be scored quarterly by FCDO. An indicative table of KPIs and targets is attached at Annex 6.

55. Expenses directly incurred by the Supplier's team will be reimbursed quarterly in arrears, based on actuals

56. The Supplier will create a separate Client Account for managed third-party funding. FCDO will transfer grantee funding quarterly, based on certified evidence on need.

END OF CONTRACT ACTIVITIES

57. Three months before the expiry date of the contract the Supplier will prepare for FCDO approval a draft Exit Plan which shall include plans for:

- i. disposal for all assets procured by grantees throughout the lifetime of the project in accordance with FCDO procedures on asset management and disposal;
- ii. delivering to FCDO prior to the contract end date (or termination of the contract) any finished work or unfinished materials or work-in-progress which relate to the contract;
- iii. providing FCDO before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the supplier;
- iv. returning all confidential information to FCDO before the contract end date.
- v. A summary document detailing all programme reports and communication materials, including links to relevant websites and contact information.

- vi. The supplier will prepare a short lesson-learnt briefing focused on the challenges faced by and opportunities generated in managing such a large complex programme.

58. The Supplier should allow for a period of up to sixty days after the contract end date (or termination date) for the exit process to be properly implemented.

DUTY OF CARE

59. The Supplier will be responsible for the safety and well-being of their Personnel whilst they are in countries covered by the programme (as defined in FCDO's standard Terms and Conditions) and Third Parties affected by their activities during the course of this programme, including having appropriate security arrangements in place. Acceptance of responsibility must be supported with evidence of capability (no more than two A4 pages) and FCDO reserves the right to clarify any aspect of this evidence. In providing this evidence Tenderers should consider the following questions:

- a) 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)?
- b) 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?
- c) 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?

- d) 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)?
- e) 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?
- f) Have you appropriate systems in place to manage an emergency / incident if one arises?

UK AID BRANDING

60. Suppliers that receive funding from FCDO must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this Contract without the prior written consent of FCDO. The Supplier must adhere to UK aid branding guidance. For more information see: www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo

DIGITAL

61. Suppliers that receive funding from FCDO must follow UK Government's and FCDO's standards for the use of digital in international development programmes. Details are available here: www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-FCDO-partners-and-suppliers

DO NO HARM

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

63. The supplier will be required to include a statement that they have duty of care to project stakeholders and their own staff, and that they will comply with the ethics principles in all activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to FCDO
64. The Supplier will demand equally high standards of safeguarding and duty of care from Accountable Grant holders and report all received allegations of misconduct to FCDO immediately.
65. A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other project stakeholders and their own staff must be demonstrated.
66. FCDO does not envisage the necessity to conduct any environmental impact assessment for the implementation of this project. It is, nonetheless, important to adhere to principles of “Do No Harm” to the environment.

GENERAL DATA PROTECTION REGULATIONS (GDPR)

67. Please refer to the details of the GDPR relationship, status and personal data (where applicable) for this Service contract as detailed in Annex 5, which appears as standard clause 33 in section 2 of the contract.

TRANSPARENCY

68. FCDO requires Suppliers receiving and managing funds to release data on how this money is spent to the International Aid Transparency Initiative (IATI), in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
69. It is a contractual requirement for all Suppliers to comply with this approach, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to FCDO. Further information is available from the International Aid Transparency Initiative (IATI): www.aidtransparency.net.

DELIVERY CHAIN MAPPING

70. The Supplier will maintain and provide to FCDO an up to date and accurate record of Grantees and any other Downstream Partner(s) in receipt of FCDO resources. This forms the basis of the delivery chain risk map which should demonstrate the flow of funds from the initial source to end beneficiaries, and the risks and potential risks along the chain.
71. The delivery chain risk map should be updated regularly by the Supplier and when there are material changes to the risk assessment associated with this Memorandum or to any delivery partner(s) in the chain.
72. The Supplier will provide to FCDO, as a minimum, an updated delivery risk map at the following intervals:
- within 60 days of the Start Date;
 - annually, as part of the annual review process; and
 - at the conclusion of activities, as part of the project completion review process.

SAFEGUARDING

73. The Supplier will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Memorandum by both its employees and any Downstream Partner.
74. FCDO has a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Supplier will immediately contact FCDO's Counter Fraud Section to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this contract. The Supplier should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with

children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.

75. The Supplier will fully co-operate with investigations into such events, whether led by FCDO or any of its duly authorised representatives or agents.

DISABILITY AND INCLUSION

76. The Supplier shall outline in their proposal how they intend to design, develop and implement the project in ways that consider the needs and capabilities of people with disability and other vulnerable groups.

ENVIRONMENTAL CONSIDERATIONS

77. The supplier is required to take due care and ensure all the feasibility study work does not negatively harm the environment nor contribute to drivers of climate change. If in any case, the works involved disturb the environment, ecosystem or natural habitats, an environmental impact assessment should be done, and appropriate mitigation measures should be put in place.

Annex 1 – Current FGMC Grants – REDACTED

Annex 2 – Current FGMC Memorandum of Understanding – REDACTED

Annex 3 – Current FGMC Service Contracts – REDACTED

Annex 4 – Risk Scores for relevant countries – REDACTED

Annex 5 – GDPR Schedule – REDACTED

Annex 6 – KPI Assessment Criteria - REDACTED