



Foreign, Commonwealth  
& Development Office



## Section 4 Appendix A

### CALLDOWN CONTRACT

**Framework Agreement with:** Oxford Policy Management

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

**Framework Agreement Purchase Order Number:** 8373

**Call-down Contract For:** Green Growth Equity Fund (GGEF)

**Contract Purchase Order Number:** 10052

As a result of its anticipated merger, any references to the Department for International Development Should now be replaced with the Foreign, Commonwealth and Development Office which succeeded it.

I refer to the following:

1. The above-mentioned Framework Agreement dated **1<sup>st</sup> May 2019**
2. Your proposal of **14<sup>th</sup> May 2020** and clarifications:
  - 30<sup>th</sup> June 2020 - REDACTED
  - 17<sup>th</sup> August 2020 - REDACTED
  - 9<sup>th</sup> September - REDACTED
  - between 1<sup>st</sup> – 16<sup>th</sup> October - REDACTED

and I confirm that Foreign, Commonwealth and Development Office (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 **19<sup>th</sup> October 2020** ("the Start Date") and the Services shall be completed by **18<sup>th</sup> October 2024** ("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 recipient as defined in paragraph 4 of the Terms of Reference, Annex A ("the Recipient").

#### 3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £6,000,000 ("the Financial Limit") and is exclusive 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 Contract Officer is: REDACTED

4.4 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:

Name	Role
REDACTED	Team Leader
REDACTED	Deputy Team Leader & Technical Lead (Resilience NRM)
REDACTED	Senior Programme Manager
REDACTED	Technical Lead (Energy & Green Technology)
REDACTED	Technical Lead (GGEF Investment Support Functions)

## 6. Reports

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

## 7. Duty of Care

7.1 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:

- I. 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.
- II. 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:
  - II.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;
  - II.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.
- III. 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



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reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

- IV. 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.
- V. 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.

### 8. Limitation of Liability

- 8.1 The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

### 9. Monitoring of Call-down Contract Performance

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

### 10. Commercial Caveats

- 10.1 The following commercial caveats shall apply:
  - Fees will only be paid for productive days or whilst travelling at FCDO's request.
  - FCDO will not pay for a day of rest following travel, either Overseas or in the UK.
  - FCDO will only pay for security services which have been mutually agreed in advance and at cost.
  - FCDO will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
  - Rented accommodation should be used whenever possible and in particular for Long Term visits.
  - Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
  - Receipts must be retained for all expenses.
  - As detailed elsewhere in the tender documents, FCDO will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

### 11. Call-down Contract Signature

- 11.1 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.



Foreign, Commonwealth  
& Development Office



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

Name:

Position:

Signature:

Date:

For and on behalf of  
Oxford Policy Management

Name:

Position:

Signature:

Date:

## **Green Growth Equity Fund (GGEF) - Technical Cooperation Facility (TCF)**

### **1. Introduction**

1.1 The Foreign, Commonwealth and Development Office (FCDO) India requires a Supplier to manage, implement and monitor a Technical Cooperation Facility (TCF) for its Green Growth Equity Fund (GGEF) to catalyse private investments into Indian infrastructure projects.

1.2 FCDO India requires a TCF as our main delivery channel for GGEF to support a flexible portfolio of technical assistance (TA) in developing the pipeline and strengthening of investable projects, tackle policy and regulatory barriers, strengthen poverty and social benefits and undertake monitoring of their programme delivery. This is to respond to our emphasis on responsive and flexible technical co-operation.

1.3 The TCF will play an important role in ensuring effective delivery of FCDO India's Green Growth Equity Fund (GGEF) programme as part of our green finance portfolio. The TCF will be our strategic delivery mechanism with the following objectives:

- ✓ Strategic Technical Assistance (TA) to help deliver objectives set out in Government Memorandum of Understandings (MoU)
- ✓ To deliver our Green Growth Equity Fund programme effectively and communicate its impact and results. The TCF will provide technical upstream support to projects and to further policy reform; address market failures<sup>1</sup> where these hinder the Fund (refer paragraph 7 of the Business Case for details) from achieving its objectives.
- ✓ To enable transformational change in identified "Green Finance" themes<sup>2</sup>/sectors through:
  - Strong policy and programme (technical/advisory/implementation) response to meet sectoral barriers, leading to sustainable change
  - Responsive and flexible TA
  - Leads to visible short/medium/long term results
  - Brings in niche international value add by building in partnerships

1.4 The TA for GGEF is expected to address policy and inclusion linkages related to green growth sectors of India. This intervention will help address the market failures that impede green growth investments in India and will strive to ensure that green growth investments create net positive impact on the poor and marginalised communities directly or indirectly.

1.5 TA will be in common themes such as market building interventions, mainstreaming gender, disability, climate and environment, technology and digital innovation in business models across various sub-sectors and with diverse partners. The TCF is encouraged to facilitate participation of domestic and international partners for lesson learning and sharing of best practices.

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<sup>1</sup> Information failures; positive externalities; coordination failures, public goods & distributional and gender impacts

<sup>2</sup> Renewable energy; waste management; water management & conservation; electric mobility/storage and emerging green sectors

1.6 The GGEF TCF will enable FCDO to better work with and influence our partners on how to effectively tackle India's big challenges (e.g. social and environmental challenges associated with green growth sectors). FCDO India aims to do this by bringing in TA for complex and diverse policy, regulatory, governance, delivery and institutional challenges in our priority sectors. We want to use the mechanism to strengthen existing and build new partnerships with a range of stakeholders/partners in sectors (as in footnote 1), both domestic and international players to reach the poor and marginalised – our key target for FCDO's work in India. FCDO will facilitate in cases where it already has relationships.

1.7 FCDO encourages bids from groups of economic operators (such as consortia, or a supplier with delivery partners / sub-contractors) comprising both local and international organisations, who possess all of the relevant expertise (international and local), capacity, and geographical presence required to deliver this programme. Local context knowledge is considered particularly important. A lead supplier of any group of economic operators must be identified who will have overall management and financial responsibility and will be expected to set out an approach to determining the most effective way of drawing upon the range of expertise provided within the group. All partners and sub-contractors must guarantee their participation in the programme and should not participate where they would be unable to deliver. The lead supplier must be confident in the capability of the other partners. It is vital that the lead supplier has a clear governance and management structure in place for the programme which is viable, feasible, and represents good value for money. In this Terms of Reference (ToR), mention of "supplier" or "suppliers" refers to the lead supplier and their consortium/partners/sub-contractors (if applicable), unless otherwise stipulated.

## 2. Objective:

### a. What is the focus of FCDO India's Green Growth Equity Fund Programme

2.1 FCDO India's work in this sector has the following objectives:

- **Integrating climate resilience in development planning and implementation at the national, subnational and sectoral level.** Analysis and feasibility studies of India's sectoral sub national targets, policy recommendations, tools and models, data analytics to support evidence-based policy and strengthening Nationally Determined Contributions. Institutional strengthening and capacity building drawing upon UK's skills, knowledge and technology offer. Development capital investment and mobilising climate finance (including developing carbon markets/carbon pricing) to increase private sector participation in ecosystem services, climate resilience and risk insurance solutions.
- **Sustainable, reliable and affordable energy access.** Accelerated deployment of renewable energy through sector reforms, access to affordable finance and technology. Specifically, focus on power distribution sector reforms for integrated planning, developing innovative cross sectoral business models to address environmental and social challenges (for example water-energy-food-gender nexus), development capital investments to increase private sector participation in addressing market failures to create sustainable markets. Bringing global best practices and disruptive technology interventions, including from the UK, such as storage, electric vehicle charging infrastructure, grid balancing and flexibilisation, energy efficiency and demand side management to increase renewable energy penetration and reduce carbon footprint for electricity sector.
- **Supporting India's leadership to address global environmental and climate burden.** Partnering with government of India in shaping global commitments and

action on climate and environment (for example: International Solar Alliance, Coalition on Disaster Resilient Infrastructure). Developing networks across different stakeholders to facilitate G2G, B2B, and G2B links towards programme objectives and FCDO/UK prosperity objectives.

2.2 Given the challenges outlined above, GGEF TCF will focus on the following sub-sectors of energy, climate resilience and environment:

- Power: including reforms (regulatory, policy, planning) of the electricity distribution sector, smart energy and enhancing customer engagement.
- Renewables: support for planning and deployment of new energy infrastructure including decentralised energy, and integration of renewables into the grid.
- Energy Efficiency, including industrial and buildings energy efficiency, and support to states on planning and implementing demand side management programmes.
- Financing for Clean Energy, including design of innovative financial instruments and support to Indian companies to raise capital.
- Natural resource management, including water conservation, land use and land use change management, waste management, ecosystem restoration, soil and moisture conservation
- Climate finance/ financial instruments, including adaptation funds, risk insurance, green bonds. Conservation finance to improve ecosystem services with private sector engagement
- Climate information and data, including vulnerability assessments, climate projections, monitoring, evaluation and reporting; early warning systems
- Climate smart agriculture and sustainable livelihoods, including livelihood diversification, sustainable farm practices and social protection
- Resilient infrastructure
- Carbon budgeting for India and development of low emission development strategy (LEDS) across high emission sectors including transport, power, construction and industrial
- Other emerging areas in green growth and climate resilient infrastructure and services

2.3 The GGEF's focus is to crowd in private sector investment to finance investments in green infrastructure; increase opportunities for private sector to enter or expand their portfolio in green growth sectors of India such as renewable energy, energy distribution/transmission, clean transportation, water treatment and management. The TCF will address policy and inclusion linkages related to green growth sectors of India; address market failures to ensure that green growth investments create net positive impact on the poor and marginalised communities directly or indirectly

**b. The overall objective** is to provide good quality technical assistance leading to:

- Better informed, timelier and more effective policy and regulation in the sectors linked to energy, climate resilience and environment;
- Improved governance and capacities of key agencies to plan, design and implement budgets and programmes;
- Growth in investments in the targeted energy, climate resilience and environment sub-sectors;
- Inclusive growth of the economy uplifting lives of the vulnerable communities including the poor and women
- Growth in the number and value of partnerships in the energy, climate change (adaptation, resilience and mitigation) and environment sector;
- Annual progress and reporting on India's Nationally Determined Contribution (INDC) in areas consistent with UK bilateral engagement.

- Greater partnership with India in shaping and raising global ambitions to make climate pledge compatible to 1.5C scenario.

2.4 The **TCF will provide focussed TA** to address the following:

- **Policy regulation and implementation gaps in the select sectors and sub-sectors focussed on green finance:** e.g. plans, operational systems; disseminating lessons and experience in inclusive and sustainable energy challenges
- **Capacity gaps of government and institutions:** availability of skills, guidelines, technical support and advice to deliver interventions to international standards; promote quality interventions, inclusivity, sustainability and widely shared prosperity (e.g. in financing, strategic leadership, contract management, procurement, evidence-based policy reform etc);
- **Market gaps:** information gaps, technology demonstration; commercial models and projects; lack of structured facilitation between India and domestic, international players
- **Finance and partnership gaps:** access to resources and financing mechanisms; link with diverse institutions and funds.
- Knowledge platform and convening a wide range of stakeholders relevant to intervention areas, experts and expertise from across India and internationally
- Delivering the output, outcomes and catalysing the impact of GGEF as set out in the Business Case, logframe (see additional document – Logframe) and Annual Reviews.
- Support pilot projects and exploit synergies from complementing the work of the Fund Managers to deliver project objectives

2.5 The **programme** will achieve the following:

Impact	Outcome	Indicative activities
Higher rates of sustainable & inclusive economic growth and job creation in India and new opportunities for trade and investment	Sustainable employment created within India's workforce; Beneficiaries with access to new/improved green infrastructure  Avoided greenhouse gas (GHG) emissions	Sector diagnostic related primary/secondary research to feed in to policy work with Ministry/regulator, etc.  Supporting pilot transactions in pro-poor areas to increase their commercial viability  Market & other studies  Capacity building  Analytical work  Adapting Investment Framework to FCDO requirements and

*Note:*

- See links on project Programme document and logframe <https://devtracker.FCDO.gov.uk/projects/GB-GOV-1-300418/documents>
- Some indicative interventions are set out above based on interactions with stakeholders and the concept note/business case documents



- c) *Suppliers will be expected to offer additional ideas that may be needed for delivering the outcomes above*

2.6 In technical bid documents bidders are expected to identify some of their intended market interventions and intervention plan.

### 3. Scope of work

3.1 The Supplier is expected to design, deliver and manage a TCF that delivers the **three categories of services** (see below) to achieve programme outcomes listed above:

- *Bring in best of domestic and international expertise* e.g. networks/platforms, institutions, regulators, MSMEs, and environmental organisations, businesses, investors, PE/VC funds, universities, incubators and accelerators, civil society and other non-state actors working on the enterprise, entrepreneurship and finance agenda:
  - Facilitate collaboration between experienced stakeholders (domestic, international)
  - Brokering partnerships by identifying potential institutions, helping with MoUs, business planning and partnership co-ordination for medium to long term tie-ups
  - Support pilots to demonstrate feasibility and impact of partnerships
  - Document and share experiences of achievements and lessons learnt
  - Market development activities such as roadshows, templates for business collaborations for sustainable institutional partnerships
  - Support and build capacity of partnerships to become self-sustaining
  - Learning and exploratory visits within India and internationally of key stakeholders including officials of the two Governments as identified by the projects
- *Advisory and technical specialist services*
  - Policy level support for evidence-based reforms and building frameworks and standards e.g. systems changes, improved business environment, identify sector building opportunities, inclusion and gender
  - Technical analysis and studies on market barriers and to inform programme interventions for bringing inclusive growth
  - Capacity building and training including conducted by International experts
  - Technology related TA interventions
  - Development Capital (DevCap) related specialist functions – (a) ESG (b) valuations (c) legal (d) connect investment work with policy/TA
  - Learning lessons to continue to identify what works and what does not, support for testing and roll out of policy and programme interventions
  - Innovative and pilot testing of new approaches
- *Implementation Delivery and Management*
  - Organising workshops, conferences and visits to build capacity, generate and share new ideas/experiences and draw consensus on policy issues
  - Risk assessments and mitigation to ensure programme is responsive to context and changing needs, including addressing risks as appropriate
  - Communications products and branding - raising profile of UK's work
  - Programme and Financial monitoring/management
  - FCDO corporate compliance and reporting e.g. delivery chain mapping, anti-corruption and counter fraud, safeguarding, annual reviews, reporting

3.2 The Supplier will be expected to apply technical research and analysis to inform intervention design and implementation, so that interventions are realistic, politically feasible

and sustainable. Strong understanding of economic benefits and trade-offs, the governance and political economy of reforms, the public and private sector dimensions the gender and inclusion dimensions, risks and opportunities, and value for money, (efficiency, economy, effectiveness & equity) is needed to design and implement all activities.

3.3 Bring together international technical expertise and best-practice with a strong understanding of local need and context.

3.4 Work closely with Her Majesty's Government (HMG) to ensure that the portfolio reflects country-level priorities and are managed in accordance with FCDO programme management practices.

#### **4. Recipients**

4.1 The Supplier will be accountable to FCDO to deliver the services of this Terms of Reference. The services are to support FCDO, the Government of India and FCDO's DevCap programme partners – National Investment & Infrastructure Fund Ltd. (NIIF Ltd.) and the Fund Manager of GGEF (Eversource Capital).

4.2 The citizens in focus geographies will be the long-term beneficiaries of the interventions.

#### **5. Budget and Timelines**

5.1 The contract will be awarded for a period of four years, 2020 – 2024 including a 3-month inception phase at the start. The budget is up to £6,000,000 (inclusive of any applicable taxes).

5.3 FCDO may, in agreement with the Supplier, extend the contract beyond 4 years for up to an additional 2 years and/or up to an additional £3,000,000 (inclusive of any applicable taxes), subject to programme and supplier performance, the need and situation on the ground, and value for money.

#### **6. Scale up/down**

6.1 The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the Programme (i.e. in relation to the Programme's inputs, outputs, deliverables, outcomes) during the course of the contract.

6.2 The Supplier should be prepared to amend the strategy, work plans and budgets should FCDO decide to scale up or down on the programme and should be aware of the need for a contract amendment should this be the case.

#### **7. TCF Supplier Delivery Model and Team Expertise**

7.1 To provide the services and deliver the outcomes specified within this ToR, the Supplier will have a core team for implementation and management functions, along with a technical pool of experts, with provision and capability to draw in experts as appropriate. The Supplier will be responsible for the delivery of high-quality technical assistance projects responding to this programme. This will require the Supplier to draw upon a combination of international technical experts, and also to possess a sophisticated understanding of the local political and economic environment. The Supplier will need to demonstrate an ability to draw together, mobilise, deploy and manage project teams to/in India rapidly in response to projects.

7.2 The Supplier will be expected to consider appropriate needs and suitably draw out individuals/institutions to deliver the services. They will be responsible for management and overall accountability for the performance and strategic direction of any sub-contractors.

7.3 The Supplier will ideally have an office in India (preferably in New Delhi) from where the administration of the TCF will be managed. This will allow continuous engagement between the supplier and stakeholders.

7.4 Indicative core team comprising of:

- Team Leadership with credibility of working with Governments of India in sectors such as infrastructure, energy and green growth and a track record of strategic thinking and leading large scale programmes.
- Small team with mix of programme management and technical expertise on urban development sector and experience of working with central/state/city governments
- People with capability to draw down on (i) common management functions such as communications, finance and contract management, risk management; (ii) effective reporting and M&E and (iii) cross-cutting technical expertise in governance, social development, economics, private sector, technology and climate and environment.

7.5 A workplan and a staffing schedule should be included as part of the technical response. The workplan for the inception phase should be detailed and this could be further fine-tuned after due consultation with FCDO during the Inception phase. An indicative workplan for the implementation phase should be provided. Due to the on-demand nature of the TA and to allow flexible programming based on events and opportunities on the ground, review of the workplan will take place annually. The workplan will be refined and agreed between the TCF and FCDO, with FCDO providing final approval. Suppliers should outline how they will ensure sufficient capacity and quality in their delivery of services under this contract.

7.6 We expect strong understanding and networks with relevant international enterprise and finance development actors. The Supplier will need to ensure that they are able to draw in high level national and international expertise.

7.7 In order to deliver effective services, we expect the Supplier to have following competencies, skills and expertise:

- Keep in sight and understand and empathise with interlocutors from all segments of society, notably the poor and marginalised communities;
- Work with key stakeholder such as development partners active in the sector to build links, including by organising donor coordination meetings or pooling of resources;
- Co-ordinate with the UK's other government departments involved in similar sectoral interventions in India
- Liaise and look for synergies across the FCDO India TCFs to maximise value for money and impact
- Liaise with FCDO India DevCap Fund Managers, including collecting and sharing evidence and learnings on how best to combine TA and DevCap (see Annex A)
- Propose measures to improve the environmental impact of the underlying programmes and investments

7.8 The TCF is intended to be demand-led so the Supplier will be responsive to the priorities of sector players such as the Government of India, Indian states, city authorities and

urban bodies, private businesses, including SMEs and women-owned/led businesses and investors. The Supplier will also be expected to demonstrate innovation in responding to the agenda set out above, and to design the best model to deliver against the programme's objectives.

7.9 The TCF will need to consider its 'entry strategy' – how it builds reputation and credibility, which could in turn open doors to potential opportunities for further, and potentially more successful intervention. Equally each programme will need a clearly articulated 'exit strategy' – setting out how hoped-for positive effects of the intervention would be sustained after the TCF's support ends.

7.10 Given the complexity and dynamism of the context, the TCF will need to be flexible and adaptive in nature. As such, FCDO seeks to procure a TCF that ensures our support is: i) problem-led, rather than designed around the implementation of pre-defined solutions; ii) flexible enough to rapidly take advantage of opportunities as they arise; and iii) tests assumptions and incorporates lessons as we learn more about what works and doesn't in India. Suppliers should specify how they will adapt and respond to changes in context and any potential alterations to the demands. It is key to this programme that suppliers clearly demonstrate their skills and ability to deliver adaptive programme management.

7.11 The Supplier should:

- Ensure that the level of expertise proposed in their technical bids is consistently available for the contract duration;
- The core team members will ideally be based in India preferably New Delhi and will be required to travel to the project states across India.

7.12 The Supplier will have overall responsibility for the day-to-day management of TCF projects and the delivery of milestones.

## **8. Governance and Management Arrangements**

8.1 A Steering Group will be established and meet at least once every 3 months. It will be chaired by the FCDO Senior Responsible Officer (SRO) for the TCF and its membership be constituted of other appropriate SROs/advisers/programme managers from FCDO. Government partners including representatives of other relevant UK Government Departments may be invited as appropriate.

8.2 The Steering Group will have responsibility for approving workplans, final selection of interventions and financial forecasts/other management functions to be undertaken under the TCF.

8.3 The Supplier will be expected to organize and provide the Secretariat.

## **9. Dependencies, Collaboration and Co-ordination**

9.1 The Suppliers will be expected to cooperate with the independent Monitoring, Evaluation and Learning (MEL) provider who are already in place; as well as with HMG teams conducting internal annual reviews. This is likely to involve providing access to project documentation, staff and facilitating access to beneficiaries in order for the MEL provider to make an assessment of the quality of projects delivered and of outcomes achieved. In some cases, for post-completion evaluations, this is likely to include facilitating visits after the immediate project has closed.

## 10. Reporting

10.1 The following reporting is expected as a minimum from the supplier and may form part of agreed milestones:

- Inception report: The supplier will submit an inception report within 3 months of mobilisation of the team. The inception report will include proposed outputs, Key Performance Indicator, an achievable and sensible workplan with a credible proposed set of inception activities and initial “quick-win” activities which can be implemented during the first year of the programme and indicative activities for outer years. Milestones to be developed in consultation with FCDO, partners and other stakeholders against which the supplier will be measured and held accountable. The inception report should also include Monitoring and Lesson Learning Plan, communication plan and risk Register. The length of the Inception Report will be agreed early in Inception.
- Monthly meeting and report: Supplier is expected to meet monthly and provide brief 2 pager report to provide a status update. This should include monthly expenditure and projections through to the end of the financial year.
- Quarterly reports: The supplier will submit quarterly reports, submitted in a format to be agreed with FCDO and will include demonstration of delivery of agreed outputs. A report on cumulative financial expenditure will be part of this report.
- Annual report with financial projections will be required at the start of each year based on the workplan. These projections will also form a part of Key Performance Indicators to be agreed with the Supplier. Accountability for delivering to these projections will be rigorously enforced. Any proposed significant variation from financial projections will need to be informed and agreed with FCDO.
- Annual Reviews will be undertaken by FCDO. The Annual Reviews will include reporting against agreed indicators. The supplier will submit progress reports in advance of Annual Reviews.
- FCDO may commission an independent mid-term review (MTR) exercise to evaluate the performance of the supplier. The contract includes exit / termination clauses which may be invoked if the supplier’s performance is deemed unsatisfactory by FCDO and / or other stakeholders.
- End of project report: Within 3 months of completion of the contract or at a time agreed with FCDO, the supplier will provide an end of project report in a format agreed with FCDO.

10.2 In the early stages of the programme, the Supplier will keep in regular contact with the FCDO SRO on progress on establishing the programme. Initially, this may be as often as weekly (email or phone conversation), with the exact timing and format to be agreed between the Supplier and FCDO. Subsequently, the Supplier and SRO will agree between them the frequency and form of contact throughout the programme duration.

## 11. Financial Management

11.1 The Supplier will be expected to provide excellent financial management. This will include accurate budgeting and cash flow forecasting on a month on month basis, preparation of funding agreements and payments for partnerships, financial reporting and taking all reasonable steps to avoid financial losses and control fraud – including aid diversion through compliance with the UK Terrorism Act (TACT), ensure full transparency and accountability,

maintain and protect key financial records and data, safeguard confidential information and avoid damage to the public reputation of FCDO, British High Commission.

## 12. Payment and Performance

12.1 This contract will be a quarterly milestone-based payment model, centred around key outputs, and outcomes where possible, related to successful programme progress and delivery.

12.2 Due to the on-demand nature of the TA and to allow flexible programming based on events and opportunities on the ground, review and finalisation of relevant milestones will take place annually alongside the workplan. The milestones and workplan will be refined and agreed between the TCF and FCDO, with FCDO providing final approval. An annual contract amendment will coincide with this.

12.3 Quarterly payments will be made concomitant to the successful delivery of the output/outcome linked milestones. The supplier will receive payment from FCDO on scheduled delivery and acceptance of agreed quarterly milestones. If only partly achieved, payment will be made in agreement with FCDO. If the milestone is not achieved at all, payment will not be made until successfully achieved; if the milestone delivery is delayed beyond schedule without justification or agreement from FCDO, milestone payment reduction will potentially be made by FCDO. If perverse incentives are identified at any point the milestones will be reviewed.

12.4 The 3-month inception phase will also be paid on a milestone-basis, paid at the end of the quarter in which it takes place.

12.5 The inputs for each milestone must be monitored and recorded in order to check the forecasting accuracy.

12.6 Payments will be made to the Supplier, who will manage any payments to partners, sub-contractors or other related suppliers.

12.7 Key Performance Indicators (KPI) linked to contract management may be incorporated, and although not linked to payment will be routinely monitored as part of quarterly and annual programme reviews. Indicative key performance indicators are outlined in the table below, but these will be finalised and confirmed during inception, including targets where applicable, and may be revised and adapted throughout the programme duration.

Indicative contract management KPIs	Description
Quality of monitoring and reporting	Monitoring being used to improve programme; Quality of Quarterly reporting, including VFM
Financial management	Management of annual budget; Adherence to monthly forecast
Performance of team	Quality of team; appropriate expertise of personnel;
Partnership and collaboration	Agreed ways of working and positive working relationships with

	FCDO, other GGEF components and external partners
Innovation	Supplier uses innovative solutions, drawn from evidence and drives process efficiencies, including appropriate use of technology

### 13. Contract and break clauses

- 13.1 There will be two specific contract break points in the contract.
- The first break point will be at the end of Inception Phase, 3 months after the contract start point.
  - The second break point will be on completion of the 2021/22 Annual review likely to take place in September 2022
- 13.2 Break points will involve a substantive discussion on performance against targets, KPIs and challenges. Moving forward at each break point will be subject to acceptance of deliverables, and satisfactory performance of the supplier(s) and availability of funding.
- 13.3 Progress from one stage of the programme to the next will be contingent upon FCDO acceptance of the successful completion of the preceding stage.
- 13.4 In addition, Annual Reviews will occur each year. FCDO will:
- Assess the quality of programme implementation to date against the log-frame and consider whether the intervention continues to meet its objectives.
  - Assess whether the programme continues to offer good value for money;
  - Consider the supplier performance
- 13.5 If FCDO decides to pause or terminate the contract at any of these points, all outputs and documents produced will remain the property of FCDO.
- 13.6 FCDO reserves the right to adapt and/or make changes to the programme at any time.

### 14. Security/Duty of Care Risk Assessment

- 14.1 The supplier is responsible for the safety and well-being of its personnel and Third Parties affected by the supplier's activities under this contract, including appropriate security and safeguarding arrangements. It will also be responsible for the provision of suitable security arrangements for its domestic and business property.
- 14.2 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(s) 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.
- 14.3 Travel advice is also available on the FCDO website and the supplier(s) must ensure it (and its personnel) are aware of this. The supplier(s) is responsible for ensuring appropriate safety and security briefings for all of its personnel working under this contract(s).

14.4 The supplier(s) 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(s) (such as working in dangerous, fragile and hostile environments etc.). The supplier(s) must ensure its personnel receive the required level of appropriate training prior to deployment.

14.5 For further details please see FCDO's policy on Duty of Care: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/137565/FCDO-duty-of-care-suppliers-note.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/137565/FCDO-duty-of-care-suppliers-note.pdf). FCDO will support by sharing available information with the service provider on security status and developments in-country as appropriate. Travel advice from the UK government is also available on our website (<https://www.gov.uk/foreign-travel-advice>).

14.6 The service provider will be responsible for managing all arrangements regarding setting up appointments associated with the assignment. FCDO India will provide reasonable support to the service provider with regard to supplying contact information and introductions to key stakeholders where necessary.

14.7 An initial Duty of Care Summary risk assessment matrix for India has been prepared by FCDO and is detailed in Annex 3 to this Terms of Reference.

## **15. Safeguarding Considerations**

15.1 Do No Harm - FCDO requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with FCDO supplier(s) 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.

15.2 The Supplier(s) must demonstrate a sound understanding of the ethics in working in this area and apply these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including technical assistance should recognise and mitigate the risk of negative consequences for women, children and other vulnerable groups. The supplier(s) 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 the reporting and addressing of safeguarding incidences related to the Supplier(s)'s activities, should be included in both regular and annual reporting to FCDO.

15.3 Safeguarding risks should be included in the risk matrix that the Supplier(s) develops. As part of the Supplier(s)'s role in monitoring of projects, the Supplier(s) should report to FCDO any safeguarding issues it becomes aware of during the implementation of projects by the Government of Ethiopia and other stakeholders.

## **16. UK Aid Branding**

16.1 Suppliers will need to work closely with FCDO in managing relationships with key stakeholders at central and state levels in India, government and private stakeholders in India and the UK. Partners that receive funding from FCDO must use the UK logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. The Supplier will not be permitted to use their own branding or promote their own team or partners with the stakeholders. Partners 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.



## 17. Transparency

17.1 Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved.

17.2 FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. 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, publishing of accurate data and providing evidence of this to FCDO – further information is available from: <http://www.aidtransparency.net>

## 18. Delivery chain

18.1 FCDO is expected to report to central government on the levels of contracted work being allocated to SMEs and other sub-contracted organisations. It is now a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-government SME Small Business Policy team working on this initiative. FCDO is also interested in gathering details of the organisations working within the delivery chains of directly contracted partners. As part of the contractual compliance checking process, suppliers will be required to submit returns providing these details, as a minimum on an annual basis. They will also be required to map out full delivery chains.

18.2 In providing evidence bidders 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 ongoing training is provided where necessary?
- d. Have you an appropriate mechanism in place to monitor risk on a live / ongoing 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 ongoing basis?
- f. Have you got appropriate systems in place to manage an emergency / incident if one arises?

## 19. Digital Spend

19.1 The UK government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society or non-governmental organizations. The Government Digital Service (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and FCDO is required to report all spend and show that what we have approved meets with GDS Digital Service Standard. In FCDO, this applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. Plans

to spend programme funds on any form of digital service must be cleared with FCDO in advance and must adhere to the following principles:

1. Design with the user
2. Understand the existing ecosystem
3. Design for scale
4. Build for sustainability
5. Be data driven
6. Use open standards, open data, open source & open innovation
7. Reuse & improve
8. Address privacy & security
9. Be collaborative

19.2 The Supplier must ensure to highlight any digital aspects including potential budget assigned to these interventions, licenses/permissions required and sustainability of investment.

## 20. GDPR

20.1 Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix 1 and the standard clause 33 in section 2 of the contract.

## 21. Procurement of Goods and Equipment

21.1 Where procurement is undertaken as part of programme activities, this must be done using robust systems which ensure best value for money for the programme. The Supplier must ensure that programme assets are accurately tracked, reach their intended beneficiary, and are used for their intended purpose. Wherever possible, FCDO expects that purchases will be made inside Syria, rather than relying on cross-border access.

## 22. Context

22.1 India is the world's fastest-growing major economy and by 2050 is projected to be the world's second largest, contributing 15% of world GDP. To sustain this growth India will need to develop a model of resource efficient growth which meets the lifestyle aspirations of its citizens while also responding to climate change and environmental imperatives. This places India at the centre of global energy markets and global climate action.

22.2 With approximately 17.5% of the global population, India uses only 6% of the world's primary energy resources. Driven by strong economic growth and the needs of a young and aspirational population with a growing middle class, the country's primary energy consumption is set to rise<sup>1</sup>. Some estimates suggest 70% of the energy infrastructure needed in India by 2030 has yet to be built, and meeting India's energy needs will require some US\$3.6 trillion of investment by 2040. With India's energy sector accounting for 71% of total greenhouse gas emissions in the country, an equal challenge is to also meet commitments made under the [Paris Agreement](#).

22.3 India has a near term opportunity to shift its energy mix to low carbon and clean energy alternatives. This requires green financing for renewables, last mile connectivity for energy access, promoting energy efficiency and use of green transport. This shift is reflected in the country's ambition to achieve 24x7 power for all, 175GW of renewable energy capacity by 2022, electric vehicles to represent a 30% share of car sales by 2030, and a 33-35% reduction in the emissions intensity (compared to 2005 levels) of its economy by 2030.

22.4 Along with resource-efficient growth, India's development pathway needs to become climate resilient. India figures among the top countries affected by climate risk globally. Rising temperatures and changing monsoon rainfall patterns could result in economic loss of \$1.2tn in total, compounded by lower living standards for nearly half the population by 2050, compared to a scenario with no climate change<sup>2</sup>.

22.5 For this, India needs to build climate resilient agriculture, infrastructure and manufacturing sectors which reduce climate risks and increase productivity at the same time. India is implementing the National Action Plan on Climate Change (NAPCC)<sup>3</sup> which provides a sharper focus on required climate interventions. Out of the eight National Missions on Climate Change five missions focus on adaptation in sectors like agriculture, water, Himalayan ecosystems, forestry, capacity building and knowledge management.

22.6 Besides these targeted programmes, India has also implemented a series of schemes which strengthen adaptive capacities of vulnerable communities. India's expenditure on programmes with critical adaptation components was estimated at 4.9% of its GDP in 2015. Expenditure on human capabilities and livelihoods viz. poverty alleviation, health and disease control and risk management constitute more than 80% of the total expenditure on adaptation in India.

22.7 Responding to shared priorities in this area, energy and green growth is one of the key strands of the UK's strategic partnership with India. The UK is the largest G20 investor in India with large investments in energy. India is the fourth largest source of Foreign Direct Investment (FDI) projects in the UK including in the energy sector. Bilateral collaboration between India and the UK on energy spans around 35 years, covering investment, research, policy, technical and commercial partnerships in the power, renewables and, energy efficiency. Strategically and demographically, India plays a critical role in global efforts to address climate change and meet the Sustainable Development Goals (SDG) by 2030. The UK is committed to deepening its existing partnership with India to build a cleaner and more resilient economy; Working together to shape and raise global ambitions on climate change, through action on energy, climate resilience, and environment.

22.8 Implementation of action in these priority areas will happen in part through existing UK-supported programmes such as FCDO's Green Growth Equity Fund, Infrastructure for Climate Resilient Growth programme and some new technical assistance under the FCDO India's and other cross-departmental Prosperity Fund programmes.

#### Annexures

- a. About FCDO (Annex A)
- b. Project dev tracker links (Annex B)
- c. Duty of care (Annex C)

## Annex A: About FCDO in India

The Foreign, Commonwealth and Development Office (FCDO) leads the UK government's work to improve inclusive growth needed for poverty reduction to make development sustainable in line with the International Development Act (2002), the Gender Equality Act (2014) and the Sustainable Development Goals (SDGs). The UK has expertise in a range of sectors highly relevant to the poverty reduction, inclusive growth and economic development including finance and infrastructure.

By 2030, India will become the most populous nation and third by GDP size (=>USD 5 billion). India's development trajectory in the next decade presents significant opportunities and challenges for global development.

India-UK development partnership is focussed on inclusive economic development through building markets using development capital investment and technical assistance. Going forward, we will focus our work to partner with India on the SDGs on inclusive economic growth (SDG 8), clean energy (SDG 7) sustainable cities (SDG 11), and climate and the environment (SDG 13). We will work to shape policies and institutions to unlock India's own potential to:

- Increase prosperity and promote sustainable economic development, notably for the poor and vulnerable; develop inclusive markets and institutions
- Work with India internationally on climate, environmental sustainability and India's impact on other countries through trade, investment, technology and development cooperation.
- In both – make the UK a partner of choice for India; building long term mutually beneficial partnerships and influential two-way relationships, leveraging the Best of British expertise in trade, investment, business, institutions, technology, government and academia.

FCDO India is a part of the British High Commission in New Delhi. As part of the British Government, FCDO delivers bilateral priorities as agreed with the Government of India notably on development cooperation.

## 2. Our approach

FCDO India aims to focus on supporting India's own systems to deliver on various development issues. The UK ODA could play a catalytic role, working in partnership with Government of India and other non-state actors to build accountable, inclusive and responsive markets, institutions and systems. This will help to reduce poverty and address climate change and environmental degradation. FCDO's work will be to provide technical co-operation for supporting reforms that reduce inequality and are more pro-poor and strengthening institutions, with special focus on the needs of women, enterprises and entrepreneurs, those with disabilities and others who are excluded so that their needs are proactively addressed.

We will seek to deliver key results and reforms in selected markets, institutions and policies, working as part of wider UK government in India, focusing on India's poorer states, in four areas:

- **Finance, Enterprise & Entrepreneurship:** Back investments and systemic reforms that foster productivity, employment, market access, innovation, entrepreneurship, human capital development, progressive social norms and environmentally sustainable business practices. Spur micro, small and medium enterprises (MSMEs) and build the institutional capacity and governance to enable it.

- **Sustainable Urbanisation:** Make strategic investments and provide the best expertise and advice to help India develop sustainable, climate resilient, well-governed, well-managed, world class urban areas which meet the basic needs of all citizens.
- **Renewable Energy, Climate and Green Growth:** Invest and provide expertise to help India develop renewable energy, strengthen climate resilience and adopt environmentally friendly development policies and practices.
- **Global Partnerships:** Share the best of UK and global expertise to partner with India on investment, trade, development cooperation, environment, climate change and regional integration – and learn from India's success. We will leverage India's comparative advantage as a democratic development model that will help shape a new and evolved rules-based international system

In all our portfolio, we aim to deliver an immediate step change in our approach to tackling environmental damage and climate change: fostering green growth, mobilising green investment, supporting climate smart urbanisation and infrastructure using climate finance, adopting a strengthened approach to mainstream Climate & Environment across our portfolio including supporting sustainable business practices.

Our bilateral work will complement FCDO's multilateral programmes and Centrally managed programmes focusing on governance, infrastructure, health, education, social protection. And UK's other government departments and FCDO regional programmes focusing on trade, connectivity and other trans-boundary issues. For more information on FCDO India, see <https://www.gov.uk/government/publications/FCDO-india-profile-july-2018>.

### 3. Our instruments

FCDO's bilateral co-operation instruments have evolved with India's transition to a lower middle-income country, and to ensure UK funds continue to have as catalytic role. As agreed with Government of India, post 2015, new development cooperation programmes have been either technical assistance programmes focused on sharing skills and expertise, or investments in private sector projects focussed on helping the poor, or a combination of the two.

The FCDO India portfolio will scale-up our efforts to build markets and strengthen our partnership with India: pioneering DevCap investment in under-developed regions and sectors shunned by commercial investors, and blending this with TA to support the institutional, policy and regulatory reforms needed to develop sustainable and pro-poor market systems. Continue to grow our partnership globally by supporting India's development and multilateral ambitions. At all times ensuring our efforts are in India's, the UK's and global interests.

FCDO has used Technical Co-operation portfolio to enhance its engagement with India by partnering with government (central, state and cities), private sector, civil society and other stakeholders to support the institutional, policy and regulatory reforms, increase capacity and systems to improve infrastructure, and service delivery needed to develop sustainable and pro-poor market systems for the most marginalise and have successfully supported cities to improve citizen ownerships in local governance and safe and inclusive city planning and services.

Through our TA, we work with Indian public /private/non-profit institutions to tackle crosscutting and sectoral policy and regulatory constraints. We use TC to share high level government-to-government expertise for strengthening the capacity of institutions, help support development of new or revamping policy reforms, embedding of new systems, analytical processes and innovations and strengthen management systems.

FCDO India provides Technical Co-operation through procurement of services and in some cases goods. This is done through technical consultancy contracts, partnership with

Multilateral/UN; partnerships with international (including UK) specialist institutions as well as working collaboratively with non-state institutions such as research institutions, foundations, civil society and industry associations. Most TA is steered by FCDO India staff drawing advice from FCDO centrally managed programmes or with other UK government departments as appropriate.

FCDO India has successfully piloted the use of investments (or Development Capital – ‘DevCap’) to foster enterprises that would not be able to attract sufficient private and public sector investment otherwise. These enterprises create jobs, deliver critical services for the poor, innovate and generate taxes. DevCap supports investments to develop markets by providing patient capital that can demonstrate the financial viability of investing in states and sectors which address the needs of poor as producers, consumers or employees. This has encouraged private sector to invest in riskier markets and support new products and customer base.

Most FCDO India’s DevCap programmes have accompanying technical assistance (TA) funds to support in maximising development opportunities, to address wider market failures and ensure effective monitoring, review, evaluation and learning. For delivering our DevCap programmes, we work in partnership with India’s domestic DFIs (Domestic Finance Institutions) like Small Industries Development Bank of India (SIDBI), National Housing Bank (NHB), Infrastructure Development Finance Company (IDFC) and State Bank of India (SBI).

## **Annex B – Business Case**

Business case link - <https://devtracker.FCDO.gov.uk/projects/GB-GOV-1-300418>

**Annex C - Duty of Care Risk Assessment Matrix**

FCDO Overall Project/Intervention Green Growth Energy Fund (GGEF))  
Summary Risk Assessment Matrix

Project/intervention title: Green Growth Energy Fund Technical Cooperation Facility (GGEF – TCF)

Location: PAN India

Date of assessment: 20/02/2020

Assessing official: Programme Manager

Theme	FCDO Risk score
	PAN India
Overall Rating	LOW
FCDO travel advice	2
Host nation travel advice	Not available
Transportation	2
Security	2
Civil unrest	2
Violence/crime	2
Espionage	2
Terrorism	3
War	1
Hurricanes	1
Earthquake	2
Flood	2
Medical Services	2
Nature of Project /intervention	2

Click the link below for the latest FCDO travel advice. <https://www.gov.uk/foreign-travel-advice/india>

**Appendix A: of Contract Section 3 (Terms of Reference)**  
**Schedule of Processing, Personal Data and Data Subjects**

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

The completed schedule must be agreed formally as part of the contract with FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

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 contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data necessary for the administration and/or fulfilment of this contract.</li></ol>