



OYO STATE PPP LEGAL & INSTITUTIONAL FRAMEWORK

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Section 1: Executive Summary & Statutory Mandate Alignment

1.1 Macroeconomic context & fiscal pressures driving Public Private Partnership (PPP) reform

Nigeria's macro-fiscal dashboard has moved from "tight" to "critical" in the past 24 months, and Oyo State is feeling the squeeze more than most. Headline inflation only began to cool in Q2-2025 slipping to 22.22 % y/y in June after cresting above 30 % last year. However, despite this respite, core food prices remain sticky and real household incomes are still eroding. The Central Bank's successive devaluations have left the naira hovering at ₦1,623–1,670/US\$, adding 25–30 % cost overruns to any imported project component.

On the public-finance side, the federal budget deficit is projected at ₦13 trn (≈ 3.8 % of GDP) for 2025, while debt-service obligations already absorb more than 40 % of total revenue. Sub-nationals, highly dependent on FAAC transfers, face parallel stresses. For Oyo State the numbers translate as follows:

- Internally Generated Revenue (IGR) rose to ₦65.28 bn in 2024, a commendable 24 % jump on 2023 but still barely one-quarter of the State's ₦250 bn capital-expenditure wish-list.
- Domestic debt stock climbed to ₦86.8 bn by March 2025 which is equivalent to roughly 133 % of 2024 IGR, thereby pushing the State close to its DMO sustainability threshold.

Combined, these metrics create a classic "fiscal scissors" effect: operating costs and interest bills trend upward in nominal terms while real revenues lag, shrinking the envelope for new infrastructure outright. At the same time, population growth of 2.8 % per year and an urbanisation rate north of 4 % compound service-delivery backlogs in transport, power, water and social facilities.

Why PPPs matter now

1. Capex acceleration without immediate debt hits – By structuring availability-payment or user-fee concessions, the State can defer large upfront borrowings while still delivering assets inside the current political cycle.
2. Risk transfer to parties with FX and supply-chain capacity – Private sponsors can source dollar-denominated equipment and hedge currency exposure more efficiently than the State Treasury can.
3. Off-balance-sheet (yet disclosed) contingent liabilities – Properly scored and capped through an FCCL register, contingent commitments sit below headline debt limits yet remain transparent for SABER assessors.
4. Crowding-in of blended finance – Multilateral DFIs have signalled willingness to co-lend or provide credit guarantees once a credible legal and institutional framework is live, reducing the State's cost of capital by 200–300 bps.

Implication for this Framework

The macro-fiscal backdrop dictates a governance model that can screen for affordability at every gateway (Section 4) and ring-fence contingent liabilities through the complementary FCCL Framework (Section 5). Inflation-indexed user-fee formulas, naira-stabilization clauses, and step-in rights become not optional extras but lifelines to bankability. Equally, high transparency expectations from investors, credit-rating agencies and SABER validators make a robust Disclosure Framework not just good practice but a pre-condition for competitive pricing.

In short, volatile macro indicators and tightening fiscal headroom are no longer background noise; they are the strategic imperatives driving Oyo State to professionalize PPP delivery right now.

1.2 Alignment with OYSIPA Law Sections (§§) 1-3 and the 2018 repeal

The legal oxygen for this Framework comes directly from the first three sections of the Oyo State Investment & PPP Agency Law, 2019, the bedrock statute that replaced the shorter-lived 2018 Bureau law. A clear line of sight from statute to policy is therefore mandatory for credibility with both investors and independent verification assessors (IVA).

A. Statutory anchor points

Law reference	Headline obligation
§ 1 Short Title & Commencement This Section cites the “Oyo State Investment and Public-Private Partnership Agency Law, 2019”, assented 12 Nov 2019.	Establishes the Framework’s own short-form citation in Section 1.4 and dates all implementation milestones from the law’s effective date (not the PDF publication date) to avoid future ambiguity over enactment.
§ 2 Interpretation This Section provides definitions for <i>Agency</i> , <i>Concession</i> , six PPP models, <i>Project Agreement</i> , etc.	Section 2.1 imports these definitions verbatim into the Framework’s glossary, then cross-links them through a single reference table to pre-empt “term drift” when MDAs draft RFQs.
§ 3 Establishment of the Agency This Section creates OYSIPA as a body corporate with perpetual succession, capable of suing and being sued.	Section 3.1 positions OYSIPA as the undisputed <i>Lead Contracting Authority</i> for all State-level PPPs. The Framework explicitly makes Board sign-off a gateway in the approval flow (see Section 4) and requires every concession agreement to bear the Agency’s common seal, fulfilling § 22 of the Law.

B. Why the 2019 Law supersedes the 2018 Bureau Act

The previous Bureau of Investment Promotion & PPP Law, 2018 was repealed under § 37 of the 2019 Act, but vestiges of its terminology and process maps still lurk in many MDA manuals. This creates two verification risks:

1. Dual-track governance confusion – MDAs may still quote the Bureau Act when routing memos, exposing the State to claims of ultra vires actions if challenged in court.

2. Document archaeology burden – IVAs could request evidence that the State has formally migrated all legacy procedures to the new Law.

The Framework neutralises both risks by:

- Including a repeal notice box (grey-lined call-out in Section 2.4) that states:

“The Oyo State Bureau of Investment Promotion & PPP Law, 2018 is expressly repealed by § 37 of the 2019 Act; any reference to ‘the Bureau’ shall henceforth be read as ‘OYSIPA’ unless specifically preserved in a contract executed before 12 Nov 2019.”

- Mandating that all MDAs update their internal SOPs within 60 days of the Framework’s issuance, attaching a one-page self-certification template for archival compliance.

C. Implications for investors and donors

- Legal certainty – Quoting §§ 1-3 up-front assures sponsors and lenders that OYSIPA’s sign-off has statutory force, not just executive fiat.
- Enforceability of contracts – Because § 3 grants the Agency corporate personality, concessionaires know judgments can be enforced against the Agency’s assets, a prerequisite for non-recourse financing structures.
- Regulation pathway – § 15 (covered later in Section 2.2) empowers the Board to issue subsidiary regulations. This Framework operates as the *policy spine*, but the heavy procedural detail (templates, KPIs, user-fee methodologies) will be gazetted as Regulations or Guidelines under that clause, avoiding future judicial challenges that they are *mere administrative circulars*.

D. Key take-aways for assessors

- Legal lineage is unbroken: 2019 Act → this Framework → Manuals & Templates.
- Repeal handled explicitly: no parallel regimes.
- Definitions harmonised: Framework glossary locked to § 2, preventing term-mismatch findings under SABER evidence pillar (a).

With this statutory alignment established, Section 1.3 will pivot to external standards by demonstrating how the Framework simultaneously satisfies World Bank SABER DLI 3 evidence requirements and Nigerian federal PPP guidance.

1.3 World Bank SABER DLI 3 — What Oyo must prove

The State Action on Business Enabling Reforms (SABER) Program hinges on eight Disbursement-Linked Indicators. DLI 3 is the one that makes or breaks PPP credibility at state level. Its verification formula is binary: either the Independent Verification Agent (IVA) sees the required artefacts online and on file, or the disbursement tranche is withheld.

A. What “achievement” looks like

DLI 3 sub-target	Evidence IVA must see (per Results Matrix)	Where we will deliver it in this Framework
3.1 PPP coordination unit/agency established and PPP pipeline disclosed on a public portal	– Legal instrument creating or designating the unit (e.g., § 3 of OYSIPA Law) – Screenshot/URL of live pipeline page	<i>Section 3.1</i> (organogram) + annexed Board resolution; hyperlink in <i>Section 4</i>
3.2 PPP legal & institutional framework issued including guidelines/manual and PPP disclosure framework adopted	– Signed Policy/Framework (this document) – Procedures Manual (Toolkit annex) – Disclosure Framework (separate report)	Entire report + cross-reference to the Disclosure Framework; Manuals in <i>Section 6</i>
3.3 State Project Facilitation Fund (PFF) capitalised at $\geq 3\%$ of total pipeline capex	– Gazette/Board resolution creating the PFF – Bank statement or budget line demonstrating $\geq 3\%$ funding	Outside this Framework but flagged in <i>Section 8</i> (Implementation Road-map)

Source: SABER PAD Results Matrix – DLI 3 rows

B. How these map to the five SABER evidence pillars

DLI 3 verification references the same quintet of evidence pillars used in other World Bank PPP diagnostics:

1. Published policy – this Framework + Disclosure Framework
2. Quantification methodology – FCCL screening model embedded in *Section 5*
3. Governance architecture – Board, DG, RACI in *Section 3*
4. Disclosure rules – Portal requirements picked up in the companion Disclosure Framework
5. Operational evidence – Live pipeline page, PFF account extract, and first two projects screened

(Although the PAD paraphrases rather than names the pillars, IVA guidance notes cross-walk the DLI 3 checklist to this five-pillar schema.)

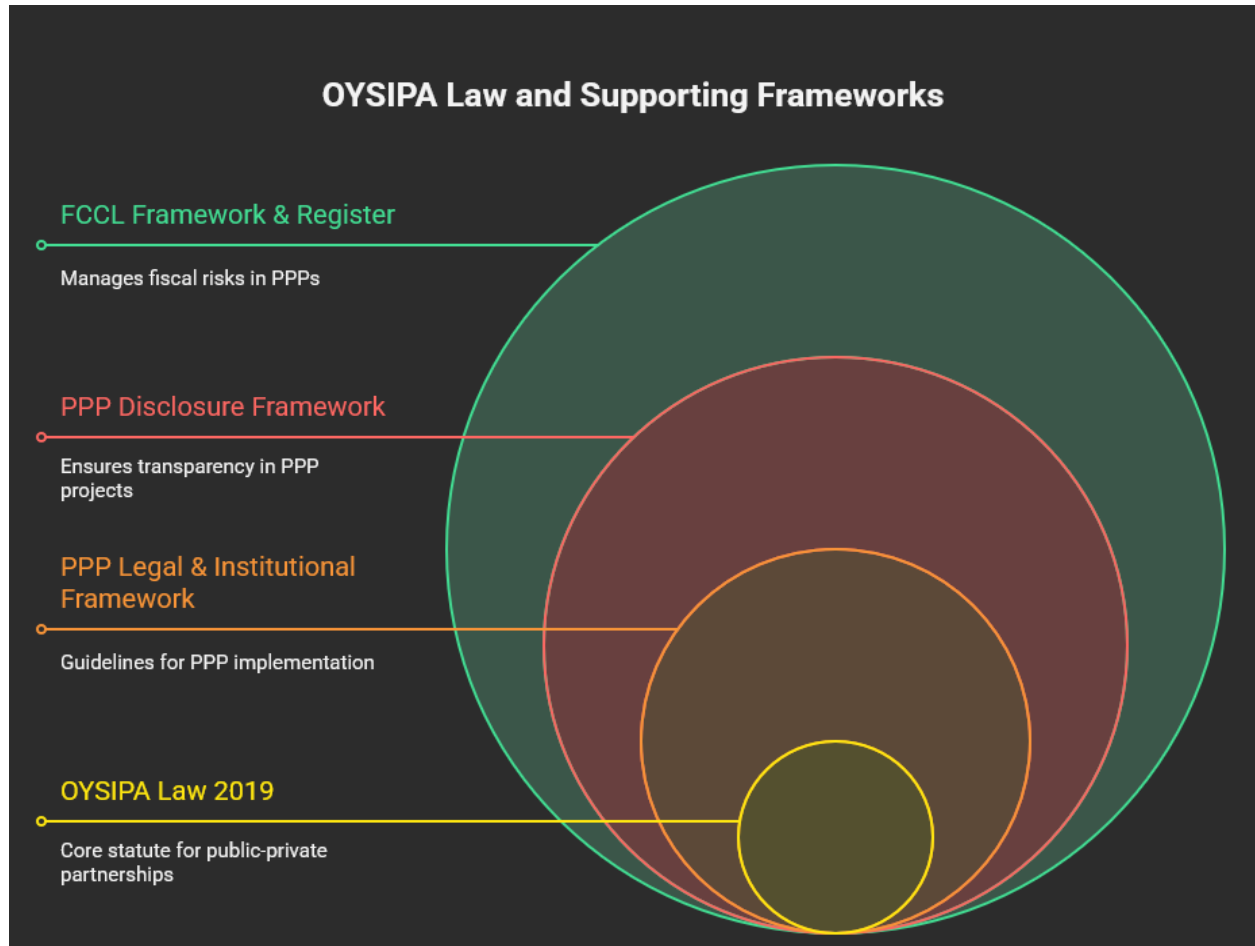
1.4 Commitments at a glance — “One-Pager” for Busy Principals

Senior decision-makers rarely read beyond the first four pages of any large policy manual. To anchor their attention and to give SABER verifiers an instant checklist, this section distils the Framework’s headline commitments into a single dashboard.

A. The 10-Point Governance Pledge

No	Commitment	Statutory hook	Delivery artefact
1	OYSIPA Board is sole PPP approving authority above ₦ 1 bn capex or > 15-year tenor.	Law §§ 8-12	Section 4.5 thresholds table
2	All PPP concept notes must pass FCCL affordability screen <i>before</i> RFP issue.	Law § 17-20 + FCCL Framework	Section 5.2 gate-check form
3	RFPs and draft concession agreements use standard templates only.	Law § 15 (regulation power)	Section 6.1 template pack
4	Competitive bidding is default; single-source requires Board minute & Governor waiver.	Law § 6(e)	Section 4.3 exception flow
5	Contract award and full-text concession agreement published on portal within 30 days.	Law §§ 12-14, 27-30	Disclosure Framework § 3
6	State Project Facilitation Fund capitalised at ≥ 3 % of pipeline capex.	DLI 3 guideline (not statute)	Section 8.1 milestone
7	Annual audit of OYSIPA Fund and FCCL register completed by 31 March.	Law § 12	Section 7.1 audit calendar
8	KPI dashboard reviewed quarterly by Board; minutes uploaded within 15 days.	Law § 12(3)	Section 7.3 KPI template
9	Investor grievances resolved via Arbitration & Conciliation Act within 120 days.	Law § 34	Section 6.4 disputes ladder
10	Framework reviewed and re-gazetted every three years or when federal law changes.	Policy clause (new)	Section 8.3 version-control protocol

B. Cross-document handshake diagram



Note: Identified pipeline projects feed from OYSIPA into the Disclosure Portal covered by the PPP Legal and Institutional Framework and then the FCCL Register audit results and Board minutes cover both inner frameworks, closing the governance loop required by SABER DLI 3.

C. Elevator pitch for principals

"This Framework converts a 37-section State Law into an eight-step playbook that every ministry can follow. It caps liabilities, enforces competition, and puts every contract online helping in delivering the exact five evidence pillars the World Bank needs for SABER DLI 3 disbursement."

Following from this Section, we now pivot from "why" to "how." The next sections drill into the legal hierarchy, ensuring that every subsequent procedure, manual and template carries unassailable statutory authority.

Section 2: Legal Basis & Hierarchy of Instruments

2.1 Primary legislation vs. subsidiary regulations: Locking the legal pyramid

A PPP regime is only as bankable as the clarity of its legal hierarchy. Investors underwrite enforcement risk first, economics second. The Oyo framework therefore starts by codifying a four-tier legal pyramid that leaves no ambiguity about what trumps what when clauses collide.

A. Tier 1: Constitutional & national supremacy

Although infrastructure is largely a “concurrent” matter under the 1999 Constitution, the Oyo State Investment & Public-Private Partnership Agency Law, 2019 is drafted to be fully consistent with federal enactments that impinge on PPPs, most notably:

- ICRC Act, 2005 – the federal benchmark for concession good practice.
- Public Procurement Act, 2007 – sets the national floor for competition and transparency.

Where the federal acts are silent, Oyo may legislate freely; where they speak, this Framework mirrors the federal wording verbatim to avoid pre-emption challenges.

B. Tier 2: Primary State legislation (OYSIPA Law, 2019)

Sections 1 → 37 of the Law provide the statutory muscle: they create OYSIPA, empower its Board, establish funding streams, and repeal the obsolete 2018 Bureau Act. No subsidiary instrument may override or dilute these clauses. Key features:

Cluster	Core statutory power	Why it anchors the Framework
§§ 3–4	Establishes OYSIPA & its PPP mandate	Defines the “competent authority” for every concession.
§§ 8–12	Constitutes the Board & its quorum	Sets the ultimate approval gateway for all projects.
§ 15	Delegates regulation-making power to the Board (with Governor’s assent)	Provides the legal bridge to Tier 3 instruments.
§§ 17–20	Creates OYSIPA Fund, audit & annual report requirements	Hard-codes budget discipline and disclosure triggers.

C. Tier 3: Subsidiary regulations (Board, § 15)

Under § 15 the Board may “make regulations and guidelines for effective implementation.” We will exercise that power to gazette three companion rules within 90 days of this Framework’s adoption:

1. PPP Procedures Regulation, 2024: codifies the step-by-step process map in Section 4.

2. Disclosure Regulation, 2024: mandates timelines, datasets and portal standards (mirrors the separate Disclosure Framework).
3. Fiscal Commitment & Contingent Liability Regulation, 2024: sets FCCL approval ceilings and stress-test frequency (cross-refer Section 5).

Each regulation will carry Governor assent and a Gazette Number, giving them the same enforceability as any other state-level subordinate legislation.

D. Tier 4: Manuals, templates & guidance notes

Below the regulations sit living documents that can be updated without re-gazetting:

- PPP Procedures Manual – expanded “how-to” for MDAs (Toolkit Annex).
- Standard RFQ/RFP packs – editable but locked to regulation clauses (Toolkit Annex).
- Model Concession Agreements – sector-specific schedules for transport, power, water.
- Guidance Notes – e.g., VfM methodology, discount-rate policy.

To preserve hierarchy, every template begins with a footnote:

“This document is issued under Regulation [X] pursuant to § 15 of the OYSIPA Law, 2019. In case of conflict, the Regulation prevails.”

E. Conflict-resolution rule set

1. Vertical supremacy – A higher tier always overrides a lower tier.
2. Specificity over generality – Between instruments at the same tier, the clause most directly addressing the issue prevails.
3. Federal safe-harbour – If the ICRC Act or any future federal PPP statute mandates stricter provisions, Oyo will adopt the higher bar via fast-track Board regulation within 60 days (§ 15 authority).

F. Practical implications for MDAs and investors

- Single source of truth – MDAs need only consult the Gazette to know the binding rule; manuals guide, they don’t govern.
- Investor comfort – Debt financiers see a predictable cascade: statute → regulation → contract, reducing legal-opinion caveats.
- SABER evidence pillar #3 – The hierarchy demonstration satisfies the “governance architecture” requirement and allows IVAs to tick the box with one diagram (to be inserted at the end of Section 2).

Having locked the legal pyramid, Section 2.2 will drill into the clause-mapping table that matches every section of the 2019 Law to the corresponding regulation, manual or template page, providing auditors with a zero-ambiguity cross-walk.

2.2 Clause-mapping table: “Where every section of the Law lives”

Independent verifiers and transaction lawyers alike ask the same first question: “*Show me exactly where the statute is operationalised.*”

The matrix below delivers that one-glance answer. It itemises all 37 sections of the OYSIPA Law, 2019 and points to the Framework paragraph, subsidiary regulation or template that gives each clause real-world effect.

Law §	Statutory topic	This Framework paragraph	Subsidiary regulation (Tier 3)	Live tool / template (Tier 4)
1	Short-title & commencement	1.2 (para 1)	—	—
2	Definitions & PPP models	2.1 ► Glossary	PPP Procedures Reg., Art. 2	Glossary sheet in RFQ pack
3	Establishment of OYSIPA	3.1	—	Organogram SVG
4	Purpose of the Agency	3.1 (box)	—	—
5(a-w)	Detailed functions	3.3 (RACI)	PPP Procedures Reg., Art. 4	RACI heat-map
6	Powers of OYSIPA	3.2	PPP Procedures Reg., Art. 5	Delegations register
7	Transfer of assets/liabilities	2.3	Transitional Reg., Art. 1	Legacy-project checklist
8-12	Board creation, composition, quorum, tenure	3.1-3.3	Governance Reg., Art. 3-6	Board TOR & minute template
13	Director-General duties	3.4	Governance Reg., Art. 7	DG job description annex
14	Secretary & Legal Adviser	3.4	Governance Reg., Art. 8-9	Secretariat SOP
15	Regulation-making power	2.1 & 2.4	<i>Enabling clause</i>	n/a
16	Departmental structure (Schedule)	3.4	—	Organogram SVG
17	Creation of the OYSIPA Fund	4.2 & 5.3	Fiscal Risk Reg., Art. 2	Fund cashbook template

18	Use of Fund proceeds	4.2	Fiscal Risk Reg., Art. 3	Budget codification sheet
19	Bank accounts	4.2	Fiscal Risk Reg., Art. 4	Treasury mandate letter
20	Audit & external reporting	7.1	Fiscal Risk Reg., Art. 5	Audit schedule Gantt
21	Governor directives	3.4 & 4.5	Governance Reg., Art. 10	Escalation memo template
22	Common seal	Annex A	Contract Execution SOP	Seal logbook
23	Investor transferability guarantees	6.3	Concession Reg., Art. 7	Standard Concession Art. X
24	Protection against expropriation	6.3	Concession Reg., Art. 8	Standard Concession Art. XI
25	Power to create SPVs	6.3	Concession Reg., Art. 9	SPV term-sheet template
26	Applicability to pre-existing concessions	4.5	Transitional Reg., Art. 2	Legacy-project novation letter
27	PPP agreement authority	6.1	Concession Reg., Art. 1	Model Agreement suite
28	MDA guarantees	6.1	Concession Reg., Art. 4	Guarantee opinion template
29	Designation of toll assets	6.2	Tariff & User-Fee Reg.	User-fee approval form
30	User-fee regulations	6.2	Tariff & User-Fee Reg.	Tariff schedule CSV
31	Payment of fees to concessionaire	6.2	Tariff & User-Fee Reg.	Escrow-account template
32	Right to collect fees	6.2	Tariff & User-Fee Reg.	Clause 11 of Model Agreement
33	Offences & penalties	6.2	Tariff & User-Fee Reg., Art. 9	Enforcement SOP
34	Dispute settlement	6.4	Concession Reg., Art. 11	Dispute-resolution ladder
35	Exclusive jurisdiction	2.1 (note)	—	Legal-opinion checklist

36	Director-General regulation power	3.4	Governance Reg., Art. 10	Regulation drafting SOP
37	Repeal of 2018 Act	2.4	—	Staff circular template

Key:

- Framework paragraphs refer to headings inside this report.
- Regulations are the Tier 3 instruments slated for gazette within 90 days (names tentative).
- Templates are Tier 4 documents forming the Toolkit Annex.

Why these matters

- Audit plug-and-play: An IVA can verify statutory coverage by cross-checking this table against the online portal; no digging through footnotes.
- Investor clarity: Sponsors see at a glance which clause protects which risk, tightening legal opinions and reducing condition-precedent delays.
- Version control: If any regulation updates, this matrix is the single source that flags downstream templates for auto-revision.

With every statute now “parked” in its operational slot, Section 2.3 will test the framework’s alignment against federal PPP statutes to ensure no supremacy conflicts remain.

2.3 Alignment with Federal PPP Statutes: Avoiding supremacy clashes

Nigeria’s Constitution (1999, as amended) places *infrastructure* in the Concurrent Legislative List. That gives Oyo State wide room to legislate, *provided* no clause contradicts an extant federal statute. Two federal instruments dominate the PPP space:

1. Infrastructure Concession Regulatory Commission (ICRC) Act, 2005
2. Public Procurement Act (PPA), 2007

A tight cross-walk is therefore essential to keep projects bankable and to shield them from “ultra vires” litigation.

A. Quick-scan compliance scorecard

Federal statute & theme	Mandatory federal standard	Where Oyo framework complies	Gap / mitigation
ICRC Act, § 2–3 – <i>Competitive selection</i>	Concessions must follow open, competitive tender unless “strategic” justification published.	Section 4.3 embeds competitive default; “single-source” workflow requires Board minute + Governor waiver uploaded to portal.	None

ICRC Act, § 11 – <i>Contract disclosure</i>	Full contract to be published within 14 days of close.	Disclosure Framework § 3 mirrors 14-day rule (State opts for 30 days <i>maximum</i> but aims for 14).	None
ICRC Act, § 24 – <i>Termination payments & refinancing gains</i>	Must be pre-agreed and audited.	Model Concession Clause X (Toolkit) lifts wording verbatim; Section 5 triggers FCCL update.	None
PPA, § 16–18 – <i>Procurement thresholds / No-objection</i>	For contracts over ₦5 bn, BPP “No-Objection” still required.	Section 4.5 flags automatic referral to BPP once estimated capex > ₦5 bn.	None
PPA, § 55 – <i>Bid challenge window (15 days)</i>	Disappointed bidders may petition BPP.	RFP template includes 15-day standstill; Board secretariat logs appeals.	None
PPA, § 58 – <i>Debarment for fraud</i>	Mandatory debarment list nationwide.	Section 3.3 requires OYSIPA to sync with BPP debarment database quarterly.	None

Verdict: No material conflict; the Framework either mirrors or exceeds federal minimums.

B. Key harmonisation moves baked into this Framework

1. “Federal override” clause ... Section 2.1 states that *where the ICRC Act or any future federal PPP statute mandates stricter standards, Oyo automatically adopts the higher bar within 60 days via Board regulation (§ 15 authority).*
2. Capex trigger for BPP clearance ... Section 4.5 hard-codes the ₦5 bn capex threshold for “No-Objection”, thus removing negotiation risk late in the bid timeline.
3. Uniform contract templates ... Model Concession Agreements import ICRC template schedules wholesale, ensuring lenders can recycle diligence carried out in other Nigerian states.
4. Joint monitoring protocols ... Section 7 obliges OYSIPA to share quarterly KPI dashboards with the ICRC, satisfying § 20 of the federal Act on post-award monitoring.

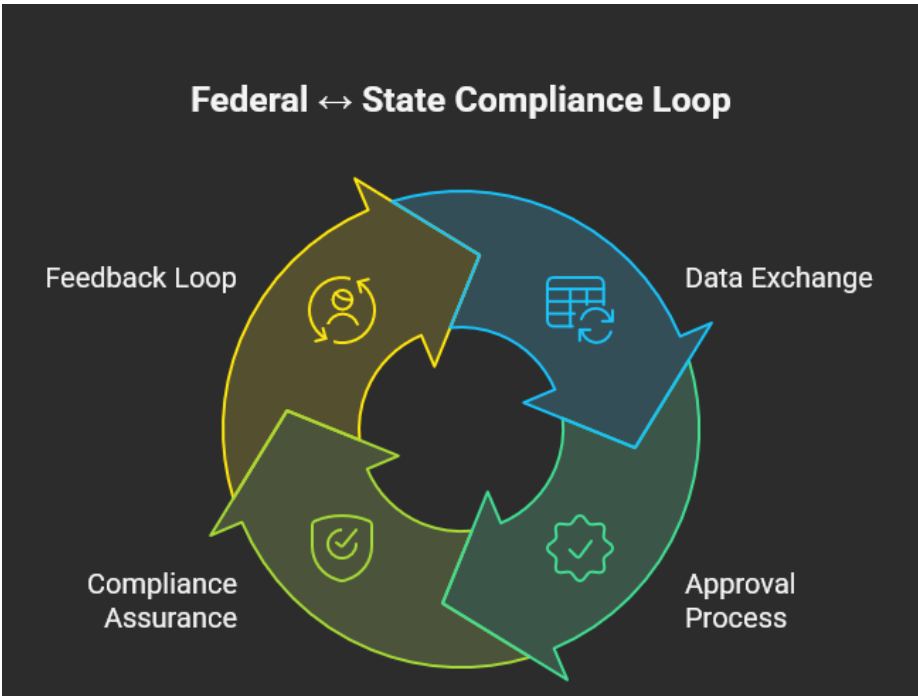
C. Residual areas to watch

Topic	Why sensitive	Mitigation built in
Fiscal Commitments – States may not raise non-federal guarantees.	Constitution limits state borrowing in foreign currency.	Section 5 channels FX guarantees through a central MoF approval, mirrors DMO circular.
Right-of-Way on Federal roads inside Oyo	Dual ownership can stall toll projects.	Framework requires OYSIPA to secure a <i>specific</i> Federal Works Ministry MoU <i>before</i> issuing RFQ.

Environmental Impact Assessments (EIA)	EIA Act, 1992 is federal; non-compliance can void permits.	RFQ stage eligibility demands EIA approval number; non-submission = automatic disqualification.
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D. Messaging to sponsors & IVAs

“Every clause you see here has been road-tested against Abuja’s gold standard. Bid confidently—no federal pre-emption surprises down-stream.”



With federal alignment locked, Section 2.4 will close out the Legal Basis chapter by documenting the formal repeal of the 2018 Bureau Act and inserting a transition protocol for any legacy documents still referencing it.

2.4 Repeal of the 2018 Bureau Act & 90-day transition protocol

Oyo’s PPP ecosystem has already lived through one regime change: the Bureau of Investment Promotion & PPP Law, 2018. Section 37 of the 2019 Act explicitly repeals that instrument, but dozens of MDAs still circulate its templates and cite its thresholds in memos. This Framework therefore inserts a time-bound clean-up drill so that, after adoption, no legacy reference can sneak a project through an obsolete gateway.

A. Legal effect of § 37 (2019 Act)

- Immediate repeal – All powers, functions and references to the “Bureau” cease on 12 Nov 2019.

- Savings clause – Rights and obligations in contracts signed before that date remain valid but now vest in OYSIPA (Law § 7).
- Supremacy – Any circular, SOP or MDA manual that conflicts with this Framework is void to the extent of the inconsistency.

B. 90-day transition checklist

Day No	Responsible (RACI)	Action item	Evidence uploaded to DMS/portal
0	Strategy & Compliance (R)	Issue “Repeal Circular” to all MDAs; attach this Framework link	PDF circular
30	Each MDA Perm-Sec (R)	File Self-Certification Form-A confirming: ① old templates removed; ② staff briefed	Signed Form-A
60	Procurement & Contracts Cluster (C)	Run search crawler on MDA intranets for obsolete RFQ/RFP docs; flag hits	Crawler log
75	DG (A)	Table compliance report to Board; amber-flag lagging MDAs	Board minute
90	Board (A)	Ratify Transition Completion Resolution; authorise archival of 2018 materials	Resolution posted on portal

Non-compliant MDAs move to “red” on the KPI dashboard; Board may freeze Gateway 0 concept approvals emanating from them until they comply.

C. Legacy project treatment

1. Contracts signed ≤ 11 Nov 2019 continue under their original terms; OYSIPA steps into Bureau’s shoes as contracting party.
2. Projects in procurement but not yet signed are paused; Procurement Cluster re-issues documents using current templates, ensuring bidders face consistent rules.
3. Disputes/arbitrations citing the 2018 Act now reference the 2019 Act by operation of law; Legal Adviser files a substitution notice in any ongoing proceedings.

D. Version-control safeguard going forward

Every template, regulation or manual generated after this Framework carries a footer auto-stamped:

“Issued under the OYSIPA Law 2019 – check portal for latest version.”

The DMS blocks upload of any file whose footer does not match the current version hash, preventing silent resurrection of 2018-era documents.

Take-away: within three months of adoption the old Bureau Act becomes a museum piece, indexed for reference but powerless to derail new PPP deals or confuse SABER auditors.

Section 3: Governance & Institutional Architecture

3.1 Actors & mandates: Who does what in Oyo's PPP ecosystem

A robust PPP system lives or dies by clear accountability lines. In Oyo State those lines run from the Governor who sets strategy and signs concession agreements, through the OYSIPA Board, down to a professionally staffed Secretariat, and finally across to line-MDAs that originate sector projects. This section codifies each actor's legal mandate and the "hand-off" points embedded in the PPP lifecycle (Section 4).

A. Governor: Policy setter & final signatory

- Statutory anchor: Law §§ 3, 21, 22
- Core powers
 - Issues policy directives to the Board (Law § 21).
 - Grants assent to all Board-issued Regulations (§ 15) and signs the final concession agreement.
 - Appoints (and may remove) the Director-General (DG) and two private-sector Board members (§§ 8, 13).
- Practical commitments in this Framework
 - Approves monetary/tenor thresholds in Section 4.5 by Executive Order within 30 days of Framework adoption.
 - Chairs an annual PPP Performance Review each April after OYSIPA's audited accounts are tabled (Section 7.1).

B. OYSIPA Governing Board: Gateway authority

- Statutory anchor: Law §§ 8-12
- Composition (11 voting members)
 - DG (Chair)
 - Commissioners for Finance • Investment • Lands/Housing • Public Works • Budget & Economic Planning
 - Accountant-General, Attorney-General, OYIRS representative
 - President, Oyo State Chamber of Commerce
 - Two private-sector experts appointed by the Governor
- Mandated functions

- Approves project screening decisions, bid documents, preferred-bidder reports and final contracts.
- Issues Regulations and Guidelines under Law § 15 (Tier 3 instruments, Section 2.1).
- Monitors portfolio KPIs and contingent-liability exposure every quarter (Section 5.2, Section 7.3).
- Quorum & frequency
 - Eight members constitute a quorum; meetings at least quarterly (Law § 12).
 - Urgent matters may be fast-tracked via round-robin e-resolution—but resolution must be ratified at the next physical meeting.

C. Director-General — chief executive & accounting officer

- Statutory anchor: Law § 13
- Role clarity
 - Executes Board policy, manages staff, signs RFQs/RFPs and interim approvals below ₦ 1 bn capex.
 - Acts as the single point of contact for investors and multilaterals.
- Key deliverables mapped in this Framework
 - 3-year rolling PPP Strategy and 12-month Action Plan (Section 8.1).
 - Quarterly Portfolio Dashboard for the Board; public summary published on disclosure portal.

D. Secretariat departments — who does the work

The Law’s Schedule lists six departments; this Framework rationalises them into four execution clusters to avoid silos:

Cluster (lead dept.)	Core tasks	Interfaces
Project Development (PPP Dept.)	Pipeline origination, feasibility appraisal, VfM/FCCL tests.	Line-MDAs (concept > feasibility); Finance Cluster for FCCL stress tests.
Procurement & Contracts (Investment Promotion Dept.)	Bid documents, data room, evaluation, contract drafting.	BPP (≥ ₦ 5 bn No-Objection); Legal Unit.
Finance & Risk (Finance/Accounts Dept.)	FCCL register upkeep, budget liaison, audit liaison.	State MoF, Auditor-General.
Strategy & Compliance (Planning / PRS Dept.)	KPI dashboard, disclosure uploads, policy research.	ICRC (monitoring reports), IVA (SABER evidence).

The Secretary of the Agency (Law § 14) services the Board and maintains the official seal log for all concession signatures.

E. Line Ministries, Departments & Agencies (MDAs)

- **Mandate:** Own sector policies and assets; originate project ideas; supply data for feasibility and VfM/FCCL assessments.
- **Delegated authority:** May chair Project Steering Committees but cannot issue PPP procurement documents or sign contracts without OYSIPA countersignature (Law § 6 (e) + this Framework Section 4).
- **Incentive alignment:** MDAs retain a share of user-fee surpluses (per MoF circular to be issued) once OYSIPA recovers transaction costs—ensuring cooperation rather than turf resistance.

F. Escalation & resolution ladder

Escalation trigger	First responder	If unresolved within 5 days	Ultimate escalation
Technical dispute (scope, KPIs)	Project Development Cluster	DG arbitration	Board
Financial exposure breach (FCCL trigger)	Finance & Risk Cluster	DG + Board Finance Sub-Committee	Governor
Procurement appeal	Procurement Cluster	Independent Review Panel (PPA § 55)	BPP
Inter-agency stalemate	Strategy & Compliance Cluster	DG	Governor directive (Law § 21)

G. RACI snapshot (teaser for Section 3.3)

- **Responsible:** Project Cluster + relevant MDA at each life-cycle phase.
- **Accountable:** OYSIPA Board (gates ≥ ₦ 1 bn or > 15 years).
- **Consulted:** MoF (FCCL caps), BPP (No-Objection), ICRC (monitoring).
- **Informed:** State Executive Council; public via disclosure portal.

A full heat-map will appear in Section 3.3.

With actors and mandates mapped, Section 3.2 turns the organogram in the Law’s Schedule into a visual—and ties each box to the micro-cluster model outlined above, ensuring structure mirrors strategy.

3.2 Organogram — translating the Law’s Schedule into a working structure

The Schedule to the 2019 Law sketches six departments, but the chart is a static box-dump. Below is the re-engineered organogram that lines up with the cluster model set out in Section 3.1 and the end-to-end

PPP process in Section 4. A high-resolution SVG will be embedded at publication; the text description here lets MDAs orient themselves even when printing in black-and-white.

A. Top tier — Strategic authority

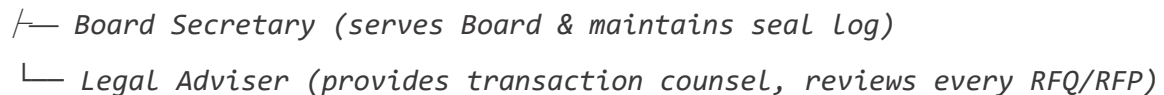
Governor



Governance note: The Board is a collective body; although the Director-General (DG) chairs it, all commercial authorisations require a documented Board resolution.

B. Executive tier — Single accountable officer

Director-General (Chief Executive & Accounting Officer)



Span of control: DG signs all RFQs and interim approvals below ₦1 bn but must escalate larger thresholds to the Board (Section 4.5).

C. Delivery tier — Four execution clusters

(1) *Project Development Cluster*

- *Pipeline Origination Unit*
- *Feasibility & VfM Unit*
- *FCCL Screening Desk ↔ Finance Cluster*

(2) *Procurement & Contracts Cluster*

- *Bid Documentation Unit*
- *Evaluation & Negotiation Unit*
- *Contract Drafting Cell ↔ Legal Adviser*

(3) *Finance & Risk Cluster*

- *FCCL Register Unit*
- *Budget & Treasury Liaison*
- *Audit & Compliance Cell ↔ Auditor-General*

(4) *Strategy & Compliance Cluster*

- *KPI & Dashboard Unit*
- *Disclosure Portal Unit*
- *Policy Research & Capacity-Building Cell*

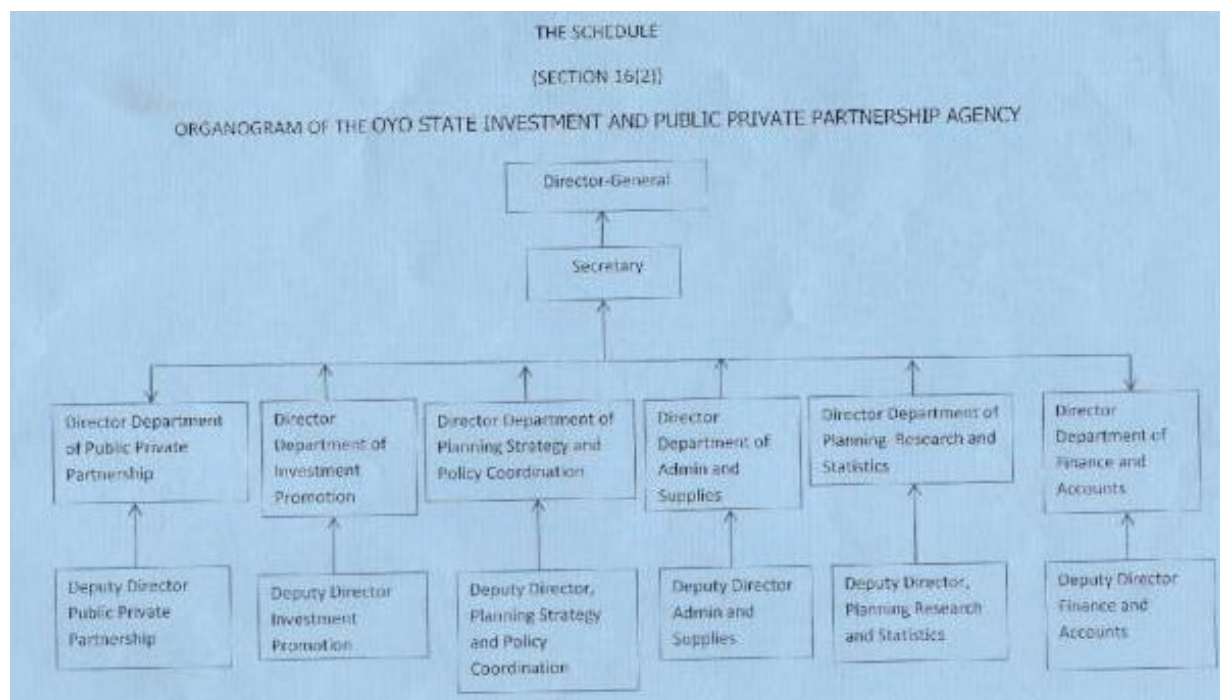
Why clusters, not silo departments?

The Law lists six departments (PPP, Investment Promotion, Planning Strategy, PRS, Admin, Finance). Merging them into four clusters eliminates duplicate hand-offs and allows each cluster to mirror a distinct life-cycle zone: concept, procurement, fiscal risk, and oversight.

D. Lateral linkages

- FCCL handshake: Finance & Risk Cluster embeds two staff inside Project Development Cluster for real-time affordability checks—preventing late-stage vetoes.
- Disclosure autopush: Every cluster uses a common document-management system that flags “publish-ready” records to the Disclosure Portal Unit once a Board resolution is stamped.
- One-stop legal review: The Legal Adviser sits on the DG’s right hand but is embedded into Procurement & Contracts Cluster’s deal team meetings—shortening the legal review loop from weeks to days.

E. Visual cue for the published report



Design notes:

- Governor & Board in navy boxes; DG in teal; clusters in light-grey swim-lanes.
- Dotted lines show advisory (Legal & Secretary) versus solid lines for command.
- Icons (📄, 📊, 💰) identify document, KPI, and finance responsibilities for quick reader scan.

Take-away for MDAs: you interact with *one* cluster at a time—Project Development when shaping concepts, Procurement when bidding, Finance & Risk when budget commitments arise, Compliance when disclosure data is uploaded. No more ping-pong across half a dozen offices.

Section 3.3 will now dive into the RACI heat-map, colouring every life-cycle milestone by Responsible, Accountable, Consulted, and Informed parties so that no task, threshold, or document ever floats in a vacuum.

3.3 RACI Heat-Map — “who signs, who does, who audits”

Risky projects slip through cracks when everyone thinks someone else is in charge.

A crisp RACI matrix (Responsible–Accountable–Consulted–Informed) makes the chain of custody visible at every life-cycle gate, so auditors and investors can see—literally—where the buck stops.

A. Five universal life-cycle gates

Gate #	Milestone	Investor lens
G-0	Concept note accepted	Is the idea strategic or political whim?
G-1	Feasibility & VfM/FCCL pass	Can the State afford it in stress tests?
G-2	RFQ/RFP issued	Is procurement transparent and bankable?
G-3	Preferred bidder & contract close	Are risk allocations enforceable?
G-4	Operations year-1 hand-over	Do KPIs and disclosures go live?

The gates mirror Section 4’s process map, giving us consistent columns for the heat-map.

B. RACI assignments (text version)

Actor / Cluster	G-0	G-1	G-2	G-3	G-4
Line MDA	R – Draft concept	C	C	C	I
Project Development Cluster	A	R	C	C	C
Finance & Risk Cluster	C	R – FCCL sign-off	C	C	R – year-1 audit
Procurement & Contracts Cluster	I	C	R – run bid	R – negotiate	I
Strategy & Compliance Cluster	C	I	C	C	R – upload portal data
Director-General	A	A	A (RFQ < ₦1 bn)	A (contract < ₦1 bn)	A

OYSIPA Board	I	A (≥ ₦1 bn)	A (RFQ ≥ ₦1 bn)	A – all contracts ≥ ₦1 bn or > 15 yrs	I
Governor	I	I	I	A – final signature	I
BPP (federal)	I	I	C – No-Objection ₦5 bn+	C	I
ICRC	I	I	I	C – contract register	C – ops monitoring
Auditor-General	I	I	I	I	C – audit report

Key: R = does the work A = owns the decision / signs C = must be consulted in real time, has veto or advisory power I = informed (copies, dashboard, portal)

C. How the heat-map is used in practice

1. Board pack cover sheet – every submission must show its row/column in the RACI grid; the Board won't table papers mislabeled "Responsible" if another cluster is actually accountable.
2. Project Steering Committee TOR – pulls RACI assignments into its terms of reference so external advisers know whose instructions carry legal weight.
3. Audit trail – IVA teams cross-check gate approvals against RACI to verify no step skipped an "A".

D. Typical pain-points & built-in solutions

Hazard	Past symptom	RACI control baked into this Framework
"Too many cooks" – Parallel bid document versions floating.	MDAs, consultants, Legal Adviser each issue redlines → delays & inconsistencies.	Procurement Cluster is sole 'R'; Legal Adviser sits inside cluster, not as separate silo.
Fiscal surprise late in negotiations.	MoF rejects termination-payment clause after preferred bidder named.	Finance & Risk Cluster is 'R' for G-1 FCCL; cannot advance to G-2 without signed affordability memo.
Disclosure forgotten after contract signing.	PPP info portal shows "coming soon" months after close.	Strategy & Compliance Cluster holds 'R' at G-4; Board KPI dashboard tracks upload date.

E. Take-away for assessors & investors

"Every document you request has a clear owner; every decision has a named signatory. No shadows, no orphans, no ghost approvals."

With governance accountability now fully mapped, Section 3.4 will set out the coordination and escalation protocols—turning the static heat-map into a living workflow that keeps deals moving even when disagreements arise.

3.4 Inter-agency coordination & escalation protocols (anchored in Law § 21)

Smooth deal flow depends on friction-free coordination—and a hard-edged escalation ladder when frictions surface. Law § 21 empowers the Governor to issue binding directives “of a general nature” to make the Agency comply with Government policy; this section operationalises that power so stalemates never sink bankability.

A. Daily coordination architecture

Layer	Participants	Cadence	Purpose & outputs
Pipeline Forum	Project Development Cluster (lead), Line MDA planning desks, Strategy & Compliance analysts	Bi-weekly	<ul style="list-style-type: none"> • Validate new concept notes against State development plan • Assign project codes and working Steering Committee (SC)
Steering Committees (SCs)	Line MDA Perm-Sec (chair), OYSIPA cluster leads, BPP rep (observer)	Milestone-driven (G-0 → G-3)	<ul style="list-style-type: none"> • Approve TORs for advisers • Resolve technical scope queries • Recommend gate clearance to DG
Portfolio Working Group	DG (chair), four cluster heads, MoF Budget Dept., Auditor-General liaison	Monthly	<ul style="list-style-type: none"> • Review FCCL exposure delta • Track KPI dashboard status • Flag projects at risk of slipping time-lines
Disclosure Sync Call	Strategy & Compliance Unit, Procurement Unit, MDA comms officers	Fortnightly	<ul style="list-style-type: none"> • Check upcoming documents for portal upload • Verify redaction compliance prior to publication

All meetings feed into a share-point style Document Management System (DMS); the DMS auto-tags each record with the relevant life-cycle gate (G-0 to G-4) and RACI owner so nothing falls through cracks.

B. Fast-track memo routing

- Turnaround standard: 5 working days for any memo requiring comments from another cluster or MDA.
- Routing logic:
 1. Originator uploads draft to DMS → auto-alert to designated reviewers.
 2. Reviewers comment inline; originator “finalises” and sends to DG e-desk.
 3. DG either signs (if within delegated cap) or tables at next Board meeting.

Digital stamp records timestamps for SABER audit trail.

C. Escalation ladder (24-48-96 rule)

Trigger	After 24 h	After 48 h	After 96 h
Technical disagreement (scope, KPI definitions)	Cluster heads attempt resolution via Slack channel	DG chairs ad-hoc call; minutes logged	Issue listed as “open” item on next Board agenda
Fiscal exposure alert (FCCL breach, cashflow shortfall)	Finance & Risk notifies DG + Board Finance Sub-Cttee	DG issues holding letter to Governor’s Chief of Staff	Governor directive (Law § 21) determines remedial action or project pause
Procurement appeal (bidder protest under PPA § 55)	Procurement Cluster logs protest in DMS	Independent Review Panel convened (3 working days max)	If unresolved, referral to BPP & decision recorded on portal
Disclosure non-compliance (document not uploaded 30 days post-close)	Strategy Unit flags red on dashboard	DG issues notice to errant cluster/MDA	Board instructs DG to publish via ‘comply-or-explain’; breach noted in annual report

Outcome clock resets only when root-cause action logged in DMS; cosmetic updates do not close the issue.

D. Governor’s directive protocol (Law § 21)

1. Initiation: DG submits a Directive Brief (one-pager) explaining the impasse and recommended path.
2. Decision: Governor signs a General Directive Memo; copies filed in Board e-library.
3. Effectuation: DG amends relevant Regulation or Manual within 30 days (if structural), or issues one-off Implementation Notice (if project-specific).
4. Disclosure: Directive posted on PPP portal *unless* classified “security-sensitive”; redacted directives still list title & date for transparency.

E. Digital “red flag” early warning system

- Traffic-light dashboard (Section 7.3) shows each live project’s gate status.
- Algorithmic triggers:
 - Amber if gate deadline slips by > 10 days.
 - Red if FCCL exposure increases > 5 % or if Legal Timer (30-day post-signing disclosure) expires.
- System auto-emails DG and cluster heads with action countdowns; escalations kick in automatically if not cleared.

F. Benefits & donor-compliance payoff

- Predictable time-lines reassure bidders who factor “decision latency risk” into bid premiums.
- Audit-ready logs let IVAs trace every escalation to a closing document—evidence for SABER pillar (e) *operational proof*.
- Governor directives mechanised—Law § 21 ceases to be an ad hoc “panic button” and becomes a transparent governance lever, invoked sparingly but credibly.

With coordination machinery humming and escalation routes mapped, Section 4 will now walk the reader through the step-by-step PPP life-cycle, showing precisely where these protocols fire at each gate.

Section 4: End-to-End PPP Process & Approval Thresholds

4.1 PPP Models & Definitions (Law §2)

Purpose and legal anchor.

This section sets out the public-private partnership (PPP) models permitted under the State PPP law. It provides plain-language definitions to ensure consistent use across concept notes, feasibility studies, procurement documents, and contracts. Where helpful, configuration notes are included on payment mechanisms and risk transfer. The statutory list below governs model selection. Functional labels such as design, build, finance, operate, and transfer are configuration elements, not standalone legal models.

A. Build-Operate-Transfer (BOT)

The private partner designs, finances, and builds a new asset, then operates and maintains it for a fixed term to recover investment and earn a return. At expiry, the asset and associated rights transfer to the public authority in a defined condition. Payment can be user-pays (tariffs, tolls) or availability-based (performance-linked service fees from the contracting authority), or a hybrid. Construction risk, operating risk, and where user-pays, demand risk are primarily borne by the private partner.

B. Build-Own-Operate-Transfer (BOOT)

The private partner designs, finances, builds, and owns the asset during the concession term, with full responsibility for operations and maintenance. Ownership transfers to the public authority at expiry or earlier if buy-back is triggered. BOOT is used where lenders require stronger security during the term. Payment may be user-pays, availability-based, or hybrid. Title is private during the term, then transfers as defined in the concession.

C. Build-Lease-Transfer (BLT)

The private partner designs, finances, and builds the asset, then leases it to the public authority for an agreed period at a contracted lease payment. The authority is typically responsible for operations and maintenance during the lease unless otherwise specified. At lease end the asset transfers to the authority at a defined residual condition. BLT is useful for social infrastructure where user-pays revenues are limited and budget affordability is planned.

D. Rehabilitate-Operate-Transfer (ROT)

The private partner finances and rehabilitates an existing public asset, then operates and maintains it to specified standards for a fixed term. Revenues may be user-pays, availability-based, or a mix, depending on sector conditions. At expiry, the upgraded asset transfers back to the public authority in a defined condition. ROT is suited to brownfield turnarounds where life-extension, loss reduction, or performance improvements are central.

E. Joint Development (JD)

The public authority contributes land, rights, existing facilities, or other non-cash assets, while the private partner provides finance, design, and development, and may operate shared facilities under an agreed arrangement. Returns are shared according to a pre-agreed formula, which can include revenue-share, ground rent, equity splits, or in-kind consideration. JD is often used for precincts, markets, bus terminals, logistics hubs, tourism sites, or mixed-use corridors.

F. Operations & Maintenance (O&M)

The private partner operates and maintains an existing public asset under a performance-based contract. Limited capital works may be included where value for money requires targeted refurbishment. Payments are typically availability-based and tied to service levels and key performance indicators. Title remains with the authority throughout. O&M is suitable where service quality and lifecycle cost control are the primary objectives.

Configuration axes (how models are tailored).

- Project stage: greenfield or brownfield.
- Payment model: user-pays, availability-based, or hybrid.
- Risk allocation: construction, completion, operations, demand, regulatory, foreign-exchange, and force majeure.
- Tenor and handback: concession term, residual life, and handback condition requirements.
- Fiscal stance: on-budget or off-budget implications assessed through the FCCL review.

Model selection guidance.

At concept stage the originating MDA must identify a preferred model, supported by a short rationale and a second-best alternative to be tested during feasibility. The choice must be consistent with sector policy, affordability, and bankability, and will be confirmed or revised during value-for-money (VfM) analysis.

Quick sector mapping (illustrative).

- Roads and bridges: BOT or BOOT (toll or availability), ROT for brownfield rehabilitation.
- Markets, logistics, bus terminals: JD or BOT; O&M for existing facilities.
- Water supply and sanitation: BOT or BOOT for treatment plants; O&M for distribution systems; ROT for loss-reduction programs.
- Health and education facilities: BLT or BOT with availability payments; O&M for non-clinical services.
- Energy and public lighting: BOOT or BOT for generation; O&M for networks; JD for renewable precincts.

Cross-references and toolkits.

- Model-specific concession clauses and schedules: see Annex M (Model Clauses) and the Procurement Toolkit.
- Disclosure: model selection rationale and VfM summary must be published at the pre-procurement and award gates in line with the Disclosure Framework.
- FCCL: all models require fiscal risk screening and, where applicable, guarantee valuation before approval to proceed.

4.2 Idea generation & screening (Gateway 0)

Gateway 0 is where enthusiasm meets discipline. Before OYSIPA invests a single naira in feasibility advisers, every project idea must clear four filters that prove it is strategic, affordable to explore, and politically backed. This section sets out the Concept Note Protocol; a lean, two-week process that converts raw ideas into either “pipeline-ready” projects or lessons learned.

A. Sources of ideas

Channel	Typical initiator	Motivation
Line-MDA strategic plan	Permanent Secretary	Sector service backlog (e.g., water, roads)
Governor’s priority memo	Chief of Staff	Manifesto pledge or flagship economic corridor
Investor unsolicited proposal	Private consortium	Market gap/opportunity, usually single-sector
Donor pipeline push	DFI country office	Blended-finance opportunity aligned to MDB mandate

All ideas regardless of origin are captured in the Pipeline Forum (Section 3.4) and assigned a unique PROJECT_ID (YYYY-###).

B. The Concept Note Template (5-page cap)

1. Problem statement – quantify the service deficit (e.g., “Ibadan produces 782 t/day extra solid waste with no landfill cell”).
2. Indicative scope & PPP model – DBFOT, O&M, etc., referencing Law § 2 definitions.
3. Rough-order-magnitude capex (ROM) – ± 40 % accuracy using regional cost benchmarks.
4. Preliminary revenue or availability-payment concept – user fees, annuity, hybrid.
5. Strategic alignment check – linkage to Oyo State Development Plan and SDGs.

Appendix: 1-page GIS map or schematic; any donor-partner interest letters.

C. Four screening filters (pass/fail)

Filter	Evidence required	Evaluator	Pass mark
Strategic fit	Problem statement + alignment paragraph	Strategy & Compliance Cluster	Matches at least one high-priority sector in State plan
Legal feasibility	Confirmation no statute bars private participation	Legal Adviser	“No legal impediment” memo
Market appetite	Comparable PPP precedents + at least 2 potential operators	Project Development Cluster	Precedent or investor EOI exists
Affordability of studies	Budget line or donor TA to cover feasibility costs	Finance & Risk Cluster	ROM study cost ≤ 1 % of capex

A traffic-light spreadsheet inside the Document Management System auto-calculates pass/fail. Any red cell = send-back.

D. Decision timeline

1. Day 0 – Idea lodged in DMS by originator; automatic alert to screening team.
2. Day 5 – Cluster meeting resolves clarifications; originator revises Concept Note if needed.
3. Day 10 – Screening memo drafted with recommendation.
4. Day 12 – DG review:
 - *Approve* → moves to Gateway 1 (feasibility).
 - *Defer* → DG notes missing info; originator gets 30 days to resubmit.
 - *Reject* → archive; rationale logged for knowledge base.
5. Day 14 – Board information: monthly Pipeline Working Group table lists newly approved concepts; Board “takes note” (no formal vote yet).

Digital handshake: ROM capex auto-feeds FCCL exposure model at “zero probability” to reserve space in the contingent envelope until Gateway 1.

E. Common pitfalls & how this Framework prevents them

Historic pain-point	Mitigation rule in this Framework
“Pet projects” bypass screening via direct DG email	DMS auto-numbering—project cannot advance without screening ID and memo
Unrealistic capex estimates lead to sticker shock at feasibility	ROM cost must cite at least one benchmark (ICRC database or Nigerian PPP precedent) preserved in annex
Legal barriers discovered mid-procurement (e.g., regulated tariffs)	Legal Adviser is sign-off gatekeeper at Concept stage, not post-RFP

F. SABER compliance link

Filter documentation (screening memo, strategic-fit note, legal memo) forms part of the Operational Evidence pillar. IVAs will sample at least two Pipeline Forum minutes and one screening memo per sector to confirm Gateway 0 is enforced.

G. Next step

If the DG’s approval stamp is green, the project marches into Gateway 1 which is the Feasibility & VfM/FCCL assessment, detailed in Section 4.3. There, the numbers tighten from $\pm 40\%$ to $\pm 15\%$, and the first go/no-go on affordability is cast in stone.

4.3 Feasibility, VfM & FCCL tests (Gateway 1)

Gateway 1 turns a green-lit concept into a *bankable* business case or kills it early to save money and political capital. Three lenses are applied in parallel: technical-economic feasibility, Value-for-Money (VfM), and fiscal-risk (FCCL) affordability. Only when *all three* come back positive does a project graduate to procurement (Gateway 2).

A. Required studies & ownership

Study package	Purpose	Lead actor	Typical external adviser
Technical & Demand Feasibility	Validate engineering scope, site, demand forecast	Project Development Cluster	Sector engineer / traffic modeller
Economic & Social CBA	EIRR \geq 12 % (or sector benchmark)	Project Development Cluster	Economist
Commercial & Revenue Model	Stress test tariff or availability payment	Procurement & Contracts (commercial desk)	Transaction advisor
Legal & Regulatory Review	Flag licences, ROW, foreign-exchange regimes	Legal Adviser	Sector counsel
VfM Assessment	Compare PPP risk-adjusted NPV vs public procurement	Finance & Risk Cluster	Financial modeller
FCCL Screening Memo	Quantify direct + contingent liabilities, expected value	Finance & Risk Cluster	Treasury risk consultant

All studies use a single Business-Case template (120-page cap) downloadable from the Toolkit Annex.

B. Value-for-Money (VfM) methodology

1. Reference Model: Public-sector comparator (PSC) built to the same service specs.
2. Risk Valuation: Transferable risks priced via probability \times impact tables; base data drawn from Oysipa's risk library.
3. Discount Rate: 13 % real pre-tax (current Fed Govt guideline) *unless* project cashflows in FX, then blend 10-year UST + sovereign spread.
4. Decision rule: PPP considered better if NPV *net of transferable risks* is \geq 5 % lower cost than PSC *and* risk profile is materially shifted off balance-sheet.

C. FCCL gate-check (Law §§ 17-20)

Metric	Threshold	Computation
Direct fiscal support (capex + O&M subsidies)	$\leq 5\%$ of prior-year IGR in any single fiscal year	Nominal naira, un-discounted
Expected value of contingent liabilities (EV-CL)	Portfolio EV-CL $\leq 25\%$ of rolling 3-year average IGR	Probability-weighted Monte Carlo draw (10 000 sims)
Stress-test cushion	Project EV-CL $\leq 2 \times$ standard deviation of portfolio EV-CL	Same Monte Carlo output

If thresholds breach, project returns to Gateway 0 for scope redesign—or is iced.

Digital handshake: FCCL Memo auto-posts to the Excel Register (sheet “Register”, columns Capex_Support_NGN ... Expected_Value_NGN) and updates the stress-test sheet.

D. Decision milestones & sign-offs

Day	Task	Signatory	RACI tag
D 0	Feasibility ToR approved, advisers procured	DG	A
D 45	Draft Business Case uploaded to DMS	Project Dev. Cluster	R
D 60	Joint review workshop (all clusters + MDA)	—	C
D 70	VfM & FCCL memos finalised	Finance & Risk Cluster	R
D 75	DG endorsement ($< \text{₦}1 \text{ bn}$) or Board sub-committee ($> \text{₦}1 \text{ bn}$)	DG / Board	A
D 80	Board plenary <i>notes</i> clearance; project moves to Gateway 2	Board	I

Clock stops only when DMS status flips from “Draft” → “Approved”.

E. Common killers & how the Framework defuses them

Historic failure mode	Framework cure
Under-estimated rehab capex inflates IRR post-award.	Mandatory third-party cost benchmark appendix; Deloitte/ICE rates updated yearly.
Late FX-risk discovery balloons EV-CL.	FCCL template forces explicit FX/interest-rate scenario, 80 % confidence band.
Social licence ignored—community backlash.	Business Case must attach stakeholder map & land-acquisition plan; no Board clearance without it.

F. Outputs uploaded to Disclosure Portal (pre-procurement)**

- Executive summary (non-commercially-sensitive)

- Environmental & social impact scoping note
- Board minute confirming Gateway 1 pass

These documents satisfy SABER pillar (d) – disclosure rules even before bidders see an RFQ.

G. Climate and E&S Screening Checklist

Purpose and timing.

This checklist ensure that climate risks, environmental and social (E&S) safeguards, and resilience requirements are identified and addressed during feasibility. It applies to all PPPs before approval to move from feasibility to procurement. The outputs inform engineering design, risk allocation, service-level requirements, and the Disclosure Framework.

Ownership.

- Lead: Originating MDA Project Team.
- Technical reviewers: OYSIPA Project Development Unit and E&S Specialist.
- Fiscal reviewer: Ministry of Finance FCCL Unit for resilience-related fiscal impacts.
- Legal reviewer: Ministry of Justice for covenants and redaction logic.
- Approval: OYSIPA Board or delegated committee, as per thresholds.

Inputs.

- Approved Concept Note and pre-feasibility data.
- Site location coordinates and sector demand analysis.
- Preliminary engineering options.
- Stakeholder register and engagement plan draft.
- Any existing EIA/ESIA scoping or permits.

Decision rule.

Proceed to procurement only if all checklist items are rated Green or Amber with documented mitigation and budgeted provisions. Red ratings block progression until resolved or the project is re-scoped.

Outputs for the record and disclosure.

- Climate and E&S Screening Form (signed and dated).
- Climate hazard map extract and exposure notes.
- Risk register entries with proposed mitigations and costings.
- Preliminary E&S category and study requirements.

- Summary note for publication at the pre-procurement gate, with confidential elements redacted as per the Disclosure Framework.

Checklist items.

1. Climate hazard screening

- Identify relevant hazards for the sector and location: heat stress, extreme rainfall and pluvial or fluvial flooding, windstorms, drought, wildfire, coastal surge where applicable.
- Identify asset-specific exposure: elevation, drainage, soil conditions, flood history, critical interdependencies.
- Define design return periods and standards to be applied at feasibility.
- Rating: Green/Amber/Red with justification.

2. Vulnerability and criticality

- Assess the vulnerability of populations and services dependent on the asset, including access for vulnerable groups.
- Identify business continuity requirements for essential services.
- Rating: Green/Amber/Red.

3. Adaptation and resilience options

- Define engineering and operational measures: elevation and drainage design, materials standards, redundancy, heat-resistant components, backup power, emergency access, and maintenance regimes.
- Estimate lifecycle cost impacts and quantify avoided losses where feasible.
- Rating: Green/Amber/Red.

4. Mitigation and GHG considerations

- Establish a simple baseline of expected emissions drivers for the asset.
- Identify practical reduction measures: energy efficiency, renewable integration, low-carbon materials, fleet standards, and demand-side measures.
- Flag whether a fuller GHG assessment is required during detailed design.
- Rating: Green/Amber/Red.

5. E&S risk categorization and studies

- Assign a preliminary E&S category consistent with national requirements and recognized good practice (High, Substantial, Moderate, or Low), with a short rationale.
- Identify required instruments: ESIA, ESMP, RAP/LRP, biodiversity assessment, cultural heritage, labor management procedures, occupational health and safety.

- Confirm permits and statutory approvals required before financial close.
- Rating: Green/Amber/Red.

6. Stakeholder engagement and GRM

- Map communities, users, businesses, and vulnerable groups.
- Define early engagement activities and minutes to be recorded.
- Establish a project-level grievance redress mechanism with intake channels, service standards, and reporting.
- Rating: Green/Amber/Red.

7. Fiscal link to FCCL

- Identify resilience capex and O&M budget implications.
- Identify potential contingent liabilities related to climate events: insurance, disaster risk financing, force majeure allocation, availability-deduction logic.
- Provide inputs to the FCCL screening and, where relevant, guarantee valuation.
- Rating: Green/Amber/Red.

RACI for the checklist.

Activity	MDA Project Team	OYSIPA PDU	OYSIPA E&S	MoF FCCL Unit	MoJ	External Advisor
Complete screening form	R	A	C	C	C	C
Climate hazard map and exposure notes	R	A	C	C	–	C
E&S category and study requirements	C	A	R	–	C	C
Resilience options and costing	R	A	C	C	–	C
FCCL inputs and contingent liabilities	C	C	C	A	–	–
Legal covenants and redaction checks	–	C	C	–	A	C
Approval to proceed (Gateway 1)	–	A	C	C	C	–

SLA and evidence trail.

- Complete screening within 15 working days of feasibility draft.
- Record minutes of the Gateway 1 review meeting within 5 working days.

- Publish the pre-procurement summary note and non-confidential annexes within 7 working days of approval, in line with the Disclosure Framework.
- File all signed forms, maps, and minutes in the project data room with unique references.

Cross-references.

- Section 4.1(C) Pre-screening filters: add a single-line “Climate pre-check Y/N,” routing to this checklist at 4.2(H).
- Section 4.3 Procurement: reflect required adaptation and E&S obligations in the RFQ/RFP and draft contract, including handback condition standards and performance deductions for non-compliance.
- Disclosure Framework: publish the summary note, E&S category, and high-level mitigation commitments at pre-procurement and award gates, observing redaction rules.
- FCCL Review: integrate resilience costs and contingent liabilities into the fiscal risk assessment before Board approval to proceed.

H. What happens next?

Gateway 1 approval auto-triggers two actions:

1. Procurement Cluster drafts the RFQ using standard template; legal review runs in parallel (Gateway 2).
2. Finance & Risk Cluster re-checks portfolio headroom; if cumulative EV-CL > 90 % of ceiling, DG pauses *new* concepts until another project reaches financial close and recalculations free room.

With affordability and risk now pinned down, Section 4.4 will walk through how competitive procurement is launched, managed, and safeguarded all the way to naming a preferred bidder.

4.4 Competitive procurement & negotiation (Gateway 2)

Gateway 2 converts an investment-grade business case into a live market contest that attracts the world’s best operators while keeping every step transparent for auditors and financiers. The process mirrors ICRC and BPP gold-standards but embeds Oyo-specific thresholds and digital safeguards.

A. Two-stage tender default

Stage	Document	Purpose	Statutory hook
Stage 1	Request for Qualification (RFQ)	Short-lists firms with technical, financial, and ESG capacity.	Law § 6(e) – Board power to negotiate concessions.
Stage 2	Request for Proposal (RFP)	Invites priced bids and draft financing term-sheets.	PPA § 16–18 & BPP “No-Objection” for ₦ 5 bn+.

Exception: Single-stage RFP allowed only for < ₦ 1 bn capex or brownfield O&M projects with less than five market players requires Board waiver and portal disclosure of rationale.

B. RFQ Package: Content & Safeguards

1. Project Information Memorandum (PIM) – lifted directly from Gateway 1 Business Case; removes commercially sensitive numbers.
2. Qualification criteria (pass/fail):
 - Net worth $\geq 10\%$ of ROM capex.
 - Lead sponsor experience: at least one PPP of similar model closed in past 10 years.
 - ESG record: no debarment, no unresolved environmental fines $> \$100$ k.
3. Data room access – virtual, password-protected; logs every document download for audit.
4. Clarification window – 14 calendar days; all Q&As posted anonymously on portal.

Evaluation committee composition (fixed by Board resolution):

- Chair – Head, Procurement & Contracts Cluster (non-voting tie-breaker).
- Two sector experts (line-MDA nominees).
- Finance & Risk modeller.
- Independent observer from BPP (if capex $\geq \text{₦} 5$ bn).

C. RFP package: Key risk-allocation clauses

Clause	Drafting basis	Negotiation guardrail
Land-acquisition & ROW	Federal Land Use Act + State compensation rates	State indemnifies pre-existing title claims only up to cut-off date.
Tariff / availability payment formula	ICRC model schedule	FX indexation limited to 60 % of OPEX component.
Termination payments	ICRC § 24 template	Cap direct State payout at 70 % of senior debt outstanding.
Dispute resolution	Arbitration & Conciliation Act, Lagos seat	120-day fast-track procedure before ICSID escalation.

The RFP includes a mark-up matrix forcing bidders to show every deviation from the draft concession; deviations scored on a weighted matrix (price 60 %, legal/risk 20 %, technical 20 %).

D. Bid evaluation timeline & controls

Day	Milestone	Digital control
D 0	RFP release on portal & Gazette notice	Portal time-stamp; Gazette ref no.

D 45	Bid submission closed	E-tender box auto-locks; SHA-256 hash of each submission stored.
D 50	Technical opening in public session	Live-stream link archived for IVA.
D 65	Price envelopes opened (only if technical pass)	Auto-generated Excel scoring sheet; Audit Unit witnesses.
D 70	Preferred Bidder (PB) letter issued	PB list posted on portal within 24 h.
D 75	15-day standstill for bid challenges (PPA § 55)	Portal clock counts down; any appeal auto-escalates to Independent Review Panel.

E. Negotiation & financial close

- Heads of Terms signed within 30 days of PB notification; anchors risk-allocation table.
- 90-day long-stop for Financial Close (FC) extendable once by Board if lender due-diligence ongoing.
- During negotiation DG chairs sessions; Legal Adviser confirms no deviation breaches guardrails.
- FCCL “live recalibration”: Finance & Risk Cluster reruns EV-CL when final tariff/availability numbers locked; if ceiling breached, Board may:
 1. Request PB risk re-balancing.
 2. Tap Project Facilitation Fund for viability gap, provided Fund headroom $\geq 3\%$ rule (Section 1.3).
- At FC, Common Seal affixed per Law § 22; contract posted (redacted) on portal within 14 days.

F. Transparency tools beating SABER DLI 3

- E-procurement meta-data (submission hashes, time-stamps) auto-export to JSON file for IVA escrow.
- Bid-challenge tracker: outcome letters posted; zero challenges also logged (“nil return”).
- Deal statistics dashboard: shows number of bidders, spread between PB and second best, average legal deviations count.

G. Typical risks & mitigations

Risk	Framework response
Cartelised pricing due to small bidder pool	Mandatory international advertising; ability to restart with revised scope if < 2 compliant bids.
Negotiation drift & scope creep	Heads-of-Terms cap; DG must file variance note if any clause changes beyond guardrail.

Political pressure to skip standstill	Portal hard-code blocks contract seal until 15-day window lapses or challenges resolved.
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Outcome: Upon successful close, the project advances to Gateway 3 (Preferred Bidder & contract execution), with all procurement evidence stored for instant auditor retrieval and public-interest scrutiny.

4.5 Contract close, operations monitoring & hand-back (Gateways 3 & 4)

Gateway 3 locks the deal legally and financially; Gateway 4 ensures the asset performs through operations and ultimately reverts to the State without dispute. Both gates are where most PPP frameworks fail in practice, Oyo’s design therefore inserts post-signing performance teeth as strong as its procurement rules.

A. Contract execution (Gateway 3)

1. Conditions-precedent checklist – 17 items embedded in the Model Concession Agreement (Annex B); key CPs include:
 - Lender consent letters & term-sheets;
 - Performance bond equal to 10 % of capex;
 - Final land title vesting certificate.
2. Financial Close (FC) – must occur within 90 days of PB notification (Section 4.3).
 - *One* 30-day extension possible via Board resolution posted on the portal.
 - FCCL recalculation stamped by Finance & Risk Cluster; EV-CL cell in the Register switches from 0 % to the negotiated probability.
3. Common Seal affixed – Law § 22; Legal Adviser files e-copy in DMS, uploads redacted agreement to disclosure portal within 14 days (ICRC § 11 mirror).
4. Project mobilisation – Procurement Cluster hands dossier to Project Development Cluster for construction oversight; “RFQ/RFP” status in pipeline dashboard flips to “Live Build”.

B. Construction & completion testing

Milestone	Monitoring tool	Responsible	Escalation trigger
Monthly site reports	Drone imagery, QS progress certificates	MDA Engineer + Independent Engineer (IE)	Slippage > 15 % on critical path = amber
Quarterly Board updates	KPI dashboard (capex burn vs baseline)	Strategy & Compliance Cluster	Overspend > 10 % or > 60-day delay = red
Completion Tests	IE certificate + OYSIPA sign-off	Project Development Cluster	Test fail; PB given 30-days to cure or LDs apply

Liquidated damages (LDs) set at 0.05 % of outstanding capex per day, capped at 10 %. LD ledger feeds FCCL register because LD accrual reduces State exposure.

C. Operations monitoring (Gateway 4, Year 1 & beyond)

1. KPIs & Payment Mechanism – 5-10 service KPIs (availability, response time, user-satisfaction, safety) plus deductions matrix; all housed in Schedule H of the contract.
2. Digital “twin” dashboard – Concessionaire streams SCADA/IoT data to OYSIPA’s cloud data lake; Strategy & Compliance Cluster publishes public subset monthly.
3. Annual performance certificate – Independent Technical Auditor (ITA) issues scorecard; failure < 90 % = revenue claw-back or step-in rights.
 - Step-in must be Board-approved; Finance & Risk updates EV-CL to reflect higher probability.

D. Disclosure & transparency obligations during operations

Document	Frequency	Portal deadline	Rationale
KPI scorecard	Quarterly	+15 days after quarter	SABER operational evidence
Audited project accounts	Annually	+6 months FY-end	Law § 12 alignment
Major variations register	Real-time	Within 7 days of Board approval	Prevents “variation creep”

A “nil return” rule forces concessionaires to submit “no variation” statements when nothing changes as no news is still evidence.

E. Variation & refinancing controls

- Materiality bar: Any change that shifts NPV > 5 % or adds > ₦ 250 m direct State cost needs full Board approval and DG disclosure memo.
- Refinancing gain-share: 50 / 50 above 100 bps reduction in weighted cost of capital, mirroring ICRC precedent. Gain-share receipts enter OYSIPA Fund (Law § 17) and are earmarked for Project Facilitation Fund top-up.

F. Hand-back & termination planning

Scenario	Trigger	Key contractual device
Scheduled hand-back	End of concession term	• Five-year “wear-and-tear” asset survey • Concessionaire funds refurbishment reserve two years prior
Early voluntary termination	Investor opts out	• Break fee = outstanding senior debt + 20 % equity IRR cap

Default termination	KPI breach > 12 months or insolvency	• Step-in, 180-day cure; if unresolved, State pays termination sum capped at 70 % senior debt (Section 6 guard-rail)
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Asset-condition index target $\geq 90\%$ at hand-back; if under, escrowed refurbishment reserve tops up.

G. Audit & disclosure close-out

- Final Account & Lessons-Learnt report posted on portal within 90 days of hand-back.
- FCCL Register entry flips to “closed” with actual fiscal out-turn recorded—critical for SABER *operational evidence*.

H. Risk & mitigation snapshot

Risk	Mitigation baked into Framework
Post-close scope creep via variations	Board variation cap + public register
KPI gaming (gold-plated reporting)	Independent Technical Auditor + IoT data cross-check
Hand-back asset dilapidation	Five-year survey + refurbishment reserve escrow

Outcome: Gateways 3 & 4 complete the project’s life-cycle within a controlled, transparent environment, turning “paper compliance” into live performance, and ensuring lessons feed forward to the next PPP wave.

4.6 Monetary & tenor thresholds: “who signs at what size” (Law §§ 8-12)

Clear limits stop big-ticket deals from slipping past senior scrutiny while keeping smaller, routine projects moving. The table below codifies capex, tenor, and fiscal-support thresholds drawn from Law §§ 8-12 (Board powers), the Governor’s directive protocol (§ 21), and BPP federal triggers. These caps translate directly into the Gateway approvals mapped in Section 4.

A. Threshold matrix

Deal metric	Cluster/DG delegated	Board mandatory	Governor signature	BPP “No-Objection”
Capital expenditure (₦, nominal)	< ₦ 1 bn	$\geq \text{₦ } 1 \text{ bn} \rightarrow < \text{₦ } 5 \text{ bn}$	$\geq \text{₦ } 5 \text{ bn}$	$\geq \text{₦ } 5 \text{ bn}$ (federal PPA)
Tenor (years)	$\leq 15 \text{ yrs}$	$> 15 \text{ yrs} \rightarrow \leq 25 \text{ yrs}$	$> 25 \text{ yrs}$	—
Direct fiscal support (capex + O&M subsidy)	$\leq \text{₦ } 250 \text{ m}$ across life	$> \text{₦ } 250 \text{ m} \rightarrow \leq \text{₦ } 1 \text{ bn}$	$> \text{₦ } 1 \text{ bn}$	—
Expected value of contingent liabilities (EV-CL)	$\leq \text{₦ } 500 \text{ m}$	$> \text{₦ } 500 \text{ m} \rightarrow \leq \text{₦ } 2 \text{ bn}$	$> \text{₦ } 2 \text{ bn}$ or portfolio EV-CL ceiling hit	—

Notes

- DG may *approve* RFQ/RFPs up to ₦ 1 bn but must still inform the Board at the next meeting (Law § 12).
- Any combination of metric breaches escalates to the higher authority (e.g., small capex but EV-CL > ₦ 500 m).
- Thresholds indexed annually to CPI (Strategy & Compliance publishes update each January).

B. Decision-flow logic: Five quick questions

1. Is capex \geq ₦ 5 bn?
Yes \rightarrow route to Board and request BPP No-Objection; Governor signs at FC.
2. Is tenor > 25 yrs?
Yes \rightarrow skip Board sub-committee; go straight to full Board then Governor.
3. Does EV-CL push portfolio beyond 25 % 3-year IGR ceiling?
Yes \rightarrow Finance & Risk issues “amber” memo; Board may pause *all* new Gateway 0 concepts until headroom restored.
4. Is direct fiscal support > ₦ 250 m but < ₦ 1 bn?
Yes \rightarrow Board Finance Sub-Cttee approval, then DG signs; publish subsidy details on portal.
5. Everything else?
DG signs; upload summary to Board info pack for post-facto transparency.

C. How thresholds accelerate *and* safeguard

Objective	Built-in mechanism
Speed for mid-sized deals	DG + Board sub-committee can clear ₦ 1- ₦ 5 bn projects between quarterly meetings via e-resolution (Law § 12(4)).
Political accountability for mega-projects	Any metric tripwire to Governor forces Executive Council briefing before seal affixed; public sees signature chain on portal.
Fiscal discipline	EV-CL and subsidy caps tie directly to FCCL Register stress tests; Finance & Risk vetoes if exceed ceiling.
Federal harmonisation	₦ 5 bn line syncs with BPP PPA trigger, preventing double approvals later.

D. Updating the caps

- Annual CPI adjustment – Strategy & Compliance issues circular; Board ratifies by simple majority.
- Extraordinary review – If naira devalues > 20 % in a quarter, Finance & Risk may propose interim cap reset; Board majority + Governor concurrence required.

E. Messaging for bidders & lenders

“Know the Lanes before you bid: projects under ₦ 1 bn sign off in weeks; over ₦ 5 bn expect federal No-Objection and Governor signature. Caps are public, automatic, and non-negotiable.”

With decision thresholds locked, Section 4.6 (next) will trace the end-to-end swim-lane, cementing how every gate, threshold, and RACI owner interlock to deliver a seamless PPP lifecycle.

4.7 End-to-end swim-lane: Stitching Gate 0 → 4 into one continuous workflow



A life-cycle is only as strong as its weakest hand-off. The swim-lane below weaves all five Gateways, threshold triggers, and RACI owners into a single panoramic view so project teams, sponsors, and auditors can trace every document from concept to hand-back with no blind spots, and no dead zones.

A. Textual swim-lane (condensed view)

Timeline	Line MDA	Project Dev. Cluster	Finance & Risk	Procure. & Contracts	Strategy & Compliance	DG / Board / Gov.
G-0 Idea	Draft Concept Note	—	—	—	Upload to DMS	DG endorses; Board <i>notes</i>
G-1 Feasibility	Data & permits	Commission studies, draft Business Case	VfM & FCCL memos (≤ thresholds)	—	Log draft on portal (restricted)	DG ≤ ₦1 bn or Board sub-cttee ≥ ₦1 bn
G-2 RFQ	Nominate SC members	—	—	Draft & issue RFQ; run short-list	Post Q&A	DG signs; Board informed
G-2 RFP	Attend data-room	—	Update EV-CL scenarios	Issue RFP; evaluate bids	Stream opening session	Board ≥ ₦1 bn; Gov. ≥ ₦5 bn & BPP No-Obj.
Preferred Bidder	—	—	Re-run FCCL	Negotiate, draft concession	Draft contract summary page	Board approval; Gov. signature
G-3 Financial Close	ROW hand-over	Monitor CPs	Seal EV-CL; update Register	Seal contract	Upload redacted contract (14 d)	Seal affixed (Law §22)

Build	Site supervision	Track progress, certify IPCs	Adjust EV-CL if LDs accrue	Variation review	Dashboard capex burn	Board quarterly review
G-4 Operations	KPI data feeds	KPI audit with ITA	Monitor subsidy flows	—	Publish KPI scorecard (Q)	Board KPI sign-off
Hand-back / Termination	Final asset survey	Verify compliance	Close EV-CL entry	Contract close-out	Upload final report (90 d)	Gov. receives asset

B. Built-in safeguards visible on one page

Risk thin-spot	Swim-lane control
Late fiscal veto	FCCL recalibration icons at PB & FC columns force Finance & Risk sign-off before DG/Board signature boxes light green.
Disclosure slippage	 symbols appear right after contract seal and every KPI quarter; red if upload overdue.
Scope creep via variations	Variation review diamond sits in Procurement lane during build & ops; any approved variation auto-creates new  sub-gate for Board.

Section 4 now culminates with a complete, end-to-end map that combines process, governance, fiscal discipline and transparency in one frame that is ready for investor decks, Board briefings and IVA desk reviews alike.

4.8 Digital process spine: Automating every gate & keeping Auditors “inside the room”

The paper rules are only half the story; the other half is the digital nervous system that makes every approval, recalculation, and disclosure event machine-verifiable. Gateway discipline collapses if documents circulate by e-mail and thresholds live in Excel silos. Oyo therefore deploys a cloud-first stack which is already piloted on three pre-Framework projects, that locks the life-cycle into code.

A. Core modules & where they fire

Module	Gate(s) touched	Owner cluster	Key features
Document Management System (DMS)	G-0→G-4	Strategy & Compliance (admin)	Version control, SHA-256 hashes, role-based access, audit trail export (.json)
e-Tender Box	G-2	Procurement & Contracts	Time-stamped encryption; automatic late-bid rejection; real-time bid-opening livestream

FCCL Register API	G-1, G-3	Finance & Risk	Pulls EV-CL fields directly from feasibility and PB models; pushes stress-test results back to dashboard
KPI IoT Stream	G-4	Strategy & Compliance + Line MDA	MQTT broker ingests SCADA feeds; dashboard flags KPI dips in near-real-time
Disclosure Portal CMS	G-1, G-3, G-4	Strategy & Compliance	Auto-publishes redacted docs once DMS status flips to “public”; 30-day countdown widget

B. Process automation triggers

1. Concept ID creation (G-0) → DMS webhook assigns PROJECT_ID and fires Trello card to Pipeline Forum board.
2. Business Case “Approved” (G-1) →
 - FCCL API logs baseline EV-CL.
 - Disclosure CMS posts executive summary.
3. RFP issue (G-2) → e-Tender Box creates unique tender reference; BPP API ping if capex ≥ ₦ 5 bn.
4. Preferred Bidder letter (G-3) →
 - FCCL API re-calculates EV-CL with bid numbers.
 - Finance Cluster receives Slack alert if portfolio headroom < 10 %.
5. Contract seal uploaded → Disclosure CMS auto-starts 30-day timer; turns amber/red if publication delayed.
6. KPI drop > 10 % (G-4) → PagerDuty page to MDA engineer and Independent Technical Auditor; Board sees red flag on dashboard.

C. Security & compliance layer

Control	Implementation	IBS / SABER relevance
Role-based access (RBAC)	Azure AD groups mapped to RACI roles	Proves only “Responsible” can edit; IVA can trace edit logs.
Immutable audit log	Log records streamed to AWS QLDB (block-chain-style)	Meets SABER evidence pillar (e) “operational proof”.
Data privacy	PII redaction service runs before Disclosure CMS publish	Aligns with Nigeria Data Protection Act, 2023.

Incident response	4-hour SLA; SOP stored in DMS; penetration tests twice yearly	Uploaded PEN-TEST certificate satisfies DFIs' cyber due-diligence.
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D. Zero-touch IVA access

Independent Verification Agents receive read-only credentials to the Audit Dashboard with a combined view pulling:

- Gate status & timestamps.
- FCCL register slice (expected vs actual exposure).
- Disclosure publication log.

IVAs can download supporting docs without subsequent human assistance, reducing verification turnaround.

E. Future-proof upgrades

Horizon	Enhancement	Rationale
2026	Smart-contracts escrow for performance bonds (Ethereum side-chain)	Cuts bank-guarantee fees by ~30 %; auto-releases on KPI certificate.
2027	AI anomaly detection on KPI streams	Flags data tampering or sensor drift faster than manual audits.
2028	Open-data API for civil-society dashboards	Deepens transparency, aligns with Open Government Partnership commitments.

F. Key messages for sponsors & assessors

“You’re never left guessing which version is binding, whether a bid was truly on time, or if the State’s fiscal exposure is creeping up unnoticed—because it’s all coded into the platform.”

With the digital spine outlined, Section 5 will show how this Framework locks that data into the broader FCCL interface and fiscal-risk controls, ensuring numbers on screen match liabilities in the State’s books.

Section 5: Fiscal Risk Interface & FCCL Controls

5.1 Direct-versus-Contingent Exposure: Common language before the math

Getting the numbers right starts with getting the vocabulary right. If “direct”, “contingent”, “explicit” and “implicit” blur into one bucket, stress-tests become garbage-in, garbage-out. This section nails down the four exposure categories that feed the FCCL Register and drive every gate check in Section 4.

A. Direct fiscal commitments

Definition: Cash outflows that hit the State’s budget with 100 % certainty once a contract is signed.

Typical PPP manifestations:

1. Capital grants – upfront capex contributions, often staged by milestones.
2. O&M subsidies / availability payments – fixed annual payments for shadow tolls, schools, hospitals.
3. Equity injections – State takes minority stake in SPV; disbursement timing is controllable but obligatory.

Accounting treatment: Budgeted as line-items; discounted at sovereign borrowing rate in FCCL stress-tests.

B. Explicit contingent liabilities

Definition: Contractual promises to make a payment if a clearly defined trigger event occurs.

Triggers & examples:

Trigger	Exposure	Register column
Revenue shortfall vs. base case	Minimum-revenue guarantee	Revenue_Guarantee_NGN
Debt default	Loan-repayment guarantee	Loan_Guarantee_NGN
FX movement > pre-set band	FX-hedge subsidy	FX_Risk_Cover_NGN
Early termination for State default	Termination compensation	Termination_Payment_NGN

Probability input: Derived from Monte-Carlo scenarios; Board sets upper-bound of 25 % probability for any single project unless empirical data prove higher.

C. Implicit contingent liabilities

Definition: Moral or political pressure to bail out a project even when no contract clause requires it.

Examples relevant to Oyo:

- SPV bankability jeopardised by force-majeure flooding: State may provide relief payments.
- Community unrest blocks toll collection: Political cost forces State subsidy.

Treatment in this Framework:

- Not booked in Register columns but captured in the *Qualitative Risk Annex* and scenario-tested at portfolio level.
- Stress-tests apply 5 % probability by default; Board may adjust.

D. Systemic overlay risks

These cut across all commitments; direct and contingent thereby amplifying fiscal exposure when macro shocks hit:

Overlay	Amplifier	FCCL Stress-Test Sheet
FX volatility	Imports priced in USD	FX_Rate_NGN_per_USD
Inflation spikes	O&M subsidies indexed to CPI	NGN_Inflation_%
GDP swings	Revenue guarantees tied to demand	GDP_Growth_%

Overlay variables live in the StressTest sheet of the Excel Register (see template link). Finance & Risk Cluster updates them quarterly using CBN and NBS data.

E. Exposure classification cheat-sheet

Category	Is there a contract clause?	Is payout certain?	Register treatment
Direct	n/a	Yes	Full nominal booked
Explicit contingent	Yes	No — trigger-based	Probability-weighted EV
Implicit contingent	No	No — political	Qualitative note + scenario
Systemic overlays	n/a	n/a	Stress multipliers

Use this at project-screening workshops; if an item doesn't fit the table, it isn't fiscal exposure.

F. Why the nuance matters

1. Gate 1 affordability – Direct + Expected Value of contingent must fit within annual -- and portfolio -- ceilings (Section 4.2).
2. Budget planning – Direct commitments feed MTBF projections; EV-CL informs contingency reserve sizing.
3. Investor pricing – Clear risk splits cut negotiation time; lenders focus on explicit guarantees, not aspirational bail-outs.
4. SABER audits – IVA checks that columns in Register match contracts; mis-classification = red flag.

*“If you can't label the liability, you can't price it;
if you can't price it, you can't afford it.”*

With vocabulary locked, Section 5.2 moves from definitions to the screening tools & register handshake that quantify these exposures and keep them under the ceiling.

5.2 FCCL screening tools & the Register handshake: Turning risks into numbers at every gate




Gateway 1 is the first affordability checkpoint, but the FCCL engine keeps running in the background from concept approval to hand-back. This section unpacks the three tools that power the engine and explains how each one “shakes hands” with the Excel FCCL Register template you already downloaded.

A. Tool #1: Screening Calculator (SC-Lite)


What it is

A locked Excel add-in circulated with the Toolkit Annex. It contains dropdown menus for PPP model, tariff structure, debt tenor, and five standard guarantee types.

How it works

1. Analyst enters ROM capex, tariff/availability assumptions, and proposed guarantees.
2. Probability defaults (P95, P50, P5) auto-populate from the State’s risk library.
3. Output sheet displays Expected Value of Contingent Liabilities (EV-CL), direct subsidies, and headline affordability verdict ( /  / ).

Handshake

When the verdict is  the add-in pushes four fields—Capex_Support_NGN, Revenue_Guarantee_NGN, Contingent_Probability_%, and Expected_Value_NGN—directly into the Register ► Register worksheet through a VBA macro. This prevents manual re-typing errors.

B. Tool #2: Monte Carlo Stress-Test (MC-Pro)

What it is

A Python-based script hosted on OYSIPA’s Infrastructure. It pulls 10 000 random draws for FX, inflation, GDP, and demand drivers, then overlays guarantee triggers to calculate a distribution of fiscal outcomes.

Inputs

- Current Register data for all live projects.
- Overlay variables in the StressTest sheet (FX_Rate_NGN_per_USD, NGN_Inflation_%, GDP_Growth_%).

Outputs

- Portfolio EV-CL and 95 % VaR.
- Heat-map flagging projects that account for ≥ 15 % of portfolio tail-risk.

Frequency

Quarterly, or ad-hoc before any Board meeting that will sign a preferred bidder or contract variation.

Handshake

The script writes its VaR and tail-risk metrics back into hidden columns in the Register so Finance & Risk Cluster can show auditors a single source of truth.

C. Tool #3: Live Exposure Tracker (LET-Dashboard)

What it is

A Power BI dashboard embedded in the Disclosure Portal (private pane for auditors). It reads the Register via an API and overlays traffic-light logic:

Colour	Project flag	Portfolio flag
●	EV-CL < threshold and zero overdue calculations	Portfolio EV-CL ≤ 25 % 3-year IGR
●	EV-CL within 10 % of project cap	Portfolio EV-CL > 25 % but < 30 % 3-year IGR
●	EV-CL exceeds project cap OR stress-test overdue	Portfolio EV-CL ≥ 30 % 3-year IGR (automatic project pause)

Handshake

When a project flips ● or ● the dashboard fires a PagerDuty alert to the Finance & Risk lead and posts an “amber” or “red” note into the Board pack for the next meeting.

D. 5-step workflow at each gateway

Step	Gate	Actor (RACI)	Tool	Register action
1	G-0 end	Project Dev. (R)	SC-Lite (quick mode)	Writes draft EV-CL = 0 (placeholder)
2	G-1 decision	Finance & Risk (R)	SC-Lite (full)	Overwrites draft with probability-weighted EV-CL
3	Preferred Bidder (G-2)	Finance & Risk (R)	SC-Lite update + MC-Pro run	Updates EV-CL; MC-Pro recalculates portfolio VaR
4	Financial Close (G-3)	Finance & Risk (R)	MC-Pro	Locks fields; sets Guarantee_Expiry_Date
5	Operations (G-4)	Strategy & Compliance (R)	LET-Dashboard	Tracks KPI deductions that may reduce/raise EV-CL

If any gateway fails the affordability test, the pipeline engine auto-pauses downstream workstreams until the EV-CL is back under cap.

E. Guard-rails built into the tools

Common gaming attempt	Built-in defence
Under-reporting probability to pass Gate 1	Risk library values locked; altering requires Board-level password.
Pushing fiscal exposure off books through SPV debt	SC-Lite includes checkbox for “State comfort letter”; ticking autoloads probability defaults.
Delaying stress-tests	LET-Dashboard clocks last MC-Pro run; turns red if > 90 days.

F. SABER & Auditor benefits

- Single-click JSON export of Register plus MC-Pro run lets Independent Verification Agents reproduce results in their own models—evidence for pillar (b) “quantification methodology” and pillar (e) “operational proof.”
- Real-time dashboard access eliminates end-of-year data-scramble and builds confidence in fiscal governance.

With the tools and handshake mechanics established, Section 5.3 will describe the stress-test triggers and Board reports that keep contingent risk within ceilings across budget cycles.

5.3 Stress-test triggers & Board reporting: Locking risk discipline into the audit calendar

The Excel register and MC-Pro engine only matter if the numbers surface in front of decision-makers before liabilities blow through the ceiling. This section wires fiscal-risk analytics into the statutory audit cycle established in Law §§ 17-20 and forces the Board to take visible, minuted action whenever red lights flash.

A. Three hard-wired stress-test triggers

Trigger code	What fires the test	Why that moment matters	Lead cluster	Board action window
T-1	Preferred Bidder (PB) endorsement on any project \geq ₦ 1 bn or EV-CL > ₦ 500 m	PB terms fix 90 % of the fiscal risk profile; waiting until FC is too late.	Finance & Risk	Present MC-Pro VaR results at next Board mtg (\leq 30 days)
T-2	Quarter-end if cumulative portfolio EV-CL is > 20 % of 3-yr avg IGR	Early warning threshold keeps room before 25 % ceiling.	Finance & Risk	Automatic Board briefing email; potential pause on new Gate 0 approvals
T-3	Annual audit close-out (OYSIPA Fund statements due 31 Mar)	Aligns FCCL stress-test with audited numbers,	Finance & Risk + Auditor-	Comprehensive MC-Pro run; stress-test annex

		letting auditors sign a clean opinion.	General liaison	attached to financial statements
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Digital handshake: MC-Pro script auto-tags the Register entries that triggered each run and stores the JSON output with a unique TEST_ID for audit traceability.

B. Reporting artefacts the Board must see

Artefact	Frequency	Page limit	“So-what” question it answers
Stress-Test Dashboard (Power BI)	Quarterly + ad-hoc	Live	“Are we still under the 25 % EV-CL portfolio cap?”
Single-Project Risk Sheet	At PB & FC approvals	2 pages	“If this project triggers, how much does it hurt?”
Portfolio Tail-Risk Heat Map	Quarterly	1 page	“Which three projects drive 50 % of worst-case loss?”
Audit Annex – FCCL Statement	Annually (31 Mar)	4 pages	“What liabilities should be disclosed in the State’s notes to the accounts?”

Board members receive the package 72 hours before meetings via the DMS; the system logs download confirmation to demonstrate “sight of paper” for IVAs.

C. Decision rules baked into Board resolutions

1. Green zone (EV-CL \leq 20 % cap):
Board may approve new Gate 0 concepts and advance existing pipelines.
2. Amber zone (EV-CL > 20 % and \leq 25 % cap):
New concepts frozen; only projects already past G-2 may proceed. Board minutes must record rationale.
3. Red zone (EV-CL > 25 % cap or portfolio VaR > 30 % 3-yr IGR):
Automatic moratorium on all new fiscal commitments. Governor briefed within five working days under Law § 21 directive protocol.

Note: The Governor cannot override the red-zone moratorium without documented mitigation (e.g., PFF top-up, project restructuring) and disclosure to the House of Assembly Audit Committee.

D. Audit alignment with Law § 17-20

Law clause	What it mandates	Framework compliance
§ 17(1-2) — Fund proceeds & payments	Register links direct and contingent outflows to OYSIPA Fund ledger codes.	Stress-Test Dashboard reconciles to ledger balance.

§ 18 — Application of Fund	Direct subsidies and termination payouts booked against FCCL lines.	Board sees variance vs. budget; amber if > 10 %.
§ 19 — Bank accounts	EV-CL stress-tests incorporate interest on dedicated escrow accounts.	Register tracks escrow balances vs. liabilities.
§ 20(2-3) — External audit & reporting to Auditor-General	FCCL Annex forms part of the audited statements; MC-Pro output provided to auditors.	Satisfies SABER pillar (e) “operational evidence.”

Auditor-General’s opinion includes a paragraph referencing the FCCL Annex; any qualification triggers a T-3b emergency stress-test within 10 days.

E. Common pitfalls & countermeasures

Pitfall	Framework safeguard
“Optimistic” adviser probabilities at PB stage	Finance & Risk overrides with risk-library min values; Board approves only if override accepted.
Stress-test runs skipped to hit Board calendar	DMS blocks agenda upload without fresh TEST_ID (\leq 30 days old).
Political pressure to exceed EV-CL ceiling for flagship project	Red-zone rule is hard-coded; Governor must disclose mitigation plan to House of Assembly—publicly posted.

F. Key takeaway

“Stress-testing isn’t a back-office hobby; it’s front-and-centre in Board papers, the annual audit, and every SABER checkpoint. Numbers change—ceilings do not.”

This locks the fiscal next lines, letting Section 6 shift focus to contractual instruments & template guidance, confident that every clause therein feeds a quantified, Board-monitored liability envelope.

Section 6: Contractual Instruments & Template Guidance

6.0 Section-at-a-Glance: Why contracts and templates are the frontline of bankability

Everything we have built so far; governance, fiscal ceilings, disclosure rules all collapses if the documents that bidders read and lenders sign aren't bullet-proof. Section 6 therefore shifts from policy to *paper*, explaining how Oyo State will issue, maintain, and enforce a suite of standardised contractual instruments that:

- Embed the risk-allocation logic established in Sections 4 and 5.
- Prevent “bespoke clause creep,” which inflates advisory costs and delays financial close.
- Provide SABER assessors and DFIs with a one-stop evidence pack showing that every concession in the pipeline follows identical, gazetted templates.

6.0.1 What this section covers

Sub-section	Focus	Why it matters
6.1 Standard RFQ & RFP Structure	Documents bidders see first	Sets level playing field, reduces challenge risk
6.2 Model Concession Clauses	Core agreement schedules	Locks in tariff, force-majeure, termination logic
6.3 SPV, Equity & Termination Terms	Ancillary agreements & step-in rights	Lenders price debt off these clauses
6.4 Dispute-Resolution Ladder	ADR, arbitration, enforcement	Cuts sovereign risk premium by clarifying remedies

Each sub-section highlights:

1. Clause cross-references back to statutory hooks and threshold tables (Sections 2 & 4).
2. Editable vs. locked fields (the “grey box” strategy) so evaluators can focus on substantive deviations.
3. Version-control rules driven by the Toolkit Annex, ensuring outdated templates can't sneak into new tenders.

6.0.2 How templates integrate with digital spine

All Word/PDF templates live in the Document Management System (DMS) with immutable version hashes. When Procurement Cluster launches an RFQ or RFP:

1. DMS forces selection of the latest approved template.

2. Any edit outside the designated grey-editable zones triggers a “variance flag” requiring DG pre-clearance.
3. The final, executed concession pushes key financial and risk variables directly into the FCCL Register and Disclosure Portal via API—closing the loop back to Sections 5 and 7.

6.0.3 SABER and investor lens

World Bank IVA checklists demand two things: (a) proof that templates exist and are gazetted, and (b) evidence that live projects use them without material, unapproved deviations. Section 6 supplies both by:

- Providing the gazette numbers and Board resolutions for each template.
- Mandating a “deviation matrix” in every RFP submission package, making it trivial for auditors to see changes.

6.0.4 Reading roadmap

If you’re an MDA project officer – focus on 6.1: know which parts of the RFQ/RFP you are allowed to edit.

If you’re a transaction adviser – dive into 6.2 and 6.3: understand which risk clauses are non-negotiable.

If you’re a financier or IVA – jump to 6.4: confirm dispute-resolution and enforcement mechanics align with Lender requirements and SABER evidence pillar (d).

With the battlefield framed, we move to 6.1, laying out the standard RFQ and RFP blueprint that every Oyo PPP will use from 2024 onward.

6.1 Standard RFQ & RFP structure: The non-negotiable blueprint every Oyo PPP will follow

Leaving document design to each project team breeds chaos: evaluators drown in apples-to-oranges submissions, bidders embed hidden advantages, and auditors burn weeks hunting unfamiliar section numbers. Oyo eliminates that risk by gazetting one universal template pair; RFQ and RFP are anchored in Law § 15 (regulation-making power) and cross-referenced throughout this Framework.

A. Request for Qualification (RFQ) template

Section No	Heading	Locked / Editable	Rationale
1	Invitation Notice	Locked	Ensures exact legal citation and tender reference for e-Tender Box hash.
2	Project Information Memorandum (PIM)	<i>Editable</i> grey-zone	Drawn from Gateway 1 Business Case; technical facts only.
3	Qualification Criteria	Locked list – net worth, experience, ESG	Eliminates ad-hoc thresholds that invite challenge.
4	Submission Instructions	Locked	Ties bidders to e-Tender Box; late bids auto-rejected.
5	Evaluation Grid	Locked weights (Pass/Fail)	Prevents weighting tweaks to advantage a local favourite.
6	Declaration & Bidder Integrity Forms	Locked	Mirrors BPP debarment language; links to national database.

Key feature – ‘grey-box’ editing: The template’s Word fields tagged «*Editable*» are the only zones Procurement Cluster may change. Any extra typing outside those boxes flashes a V-flag in the DMS, forcing DG pre-clearance before issue.

B. Request for Proposal (RFP) template

Part	Content	Locked?	Notes
Part A	Instructions to Bidders	Locked	Standard timetable, bid bond (1 % capex), stand-still clause.
Part B	Draft Concession Agreement (Schedules A-K)	Locked except grey-boxes	Schedules lift directly from Section 6.2 model clauses.
Part C	Evaluation & Scoring Matrix	Locked weights: Price 60 %, Tech 20 %, Risk 20 %	Prevents price/quality gaming.
Part D	Financial Model Requirements	<i>Editable</i> — inputs list	Ensures comparability; file format (.xlsx) enforced.
Part E	Deviation Matrix	Locked format	Bidders list clause edits line-by-line; unseen edits disqualify.
Part F	Bidder Checklist & Certifications	Locked	Includes NDPR compliance, ESG questionnaire.

Digital guard-rail: Uploading a customised RFP triggers the DMS to run a *diff* against master template; any additions in locked zones generate a PDF “redline” for Board review.

C. Evaluation committee & scoring workflow (mirrors Section 4.3)

1. Pre-evaluation briefing – Legal Adviser walks panel through locked versus editable zones; minutes archived.
2. Technical scoring – Binary pass/fail; must pass all criteria.
3. Price & risk scoring – Weighted matrix; automated Excel scoring sheet.
4. Consolidation – DMS tallies final score; top-ranked = Preferred Bidder, subject to Board approval thresholds (Section 4.5).

Auditor lens: The scoring workbook, bid hashes, and panel notes are zipped and pushed to the disclosure portal 24 h after preferred-bidder announcement: SABER pillar (d) “disclosure rules.”

D. How templates integrate with earlier controls

Earlier control	RFQ/RFP touch-point
Threshold matrix (4.5)	Template auto-fills authority chain table (DG / Board / Gov signatures) based on capex input.
FCCL engine (5.2)	Financial Model Sheet feeds EV-CL assumptions directly into Screening Calculator at PB stage.
RACI heat-map (3.3)	Front page lists Responsible & Accountable actors for each stage, matching the heat-map cells.
Digital spine (4.7)	Template meta-data includes version hash; e-Tender Box rejects any upload with outdated hash.

E. Annual template refresh protocol

Timeline — Strategy & Compliance drafts amendments each October based on lessons learnt; Board Regulation update (Law § 15) gazetted by 31 December.

Version control — Old template hash retires; DMS blocks RFQs/RFPs using obsolete hash from 1 January.

Change log — One-page summary posted on portal so bidders know what changed (e.g., ESG weighting bump, inflation index update).

F. Messages to the market & auditors

- Bidders – “Every Oyo PPP speaks the same language; focus on price and innovation, not clause tennis.”
- Lenders – “Legal opinions recycle; your Nigerian precedent library already covers 90 % of Oyo contracts.”

- SABER IVA – “Templates and deviation matrices mean any divergence is visible at a glance; operational evidence pillar satisfied.”

Section 6.1 sets the foundation. Section 6.2 zooms into the model concession clauses which are the schedules that hard-wire tariff formulas, step-in rights, termination payments and SPV governance into every PPP contract.

6.2 Model Concession Clauses: Locking risk, cashflows and remedies into every deal

This sub-section specifies the standard clause pack and schedules that every Oyo PPP concession must use. Text marked Locked cannot be altered without a Board deviation approval; *grey-box* fields are the only editable variables (dates, rates, locations). The pack is issued by Regulation under Law §15 and referenced in all RFPs (6.1).

A. Master agreement: Clause architecture (mandatory)

Clause	What it covers	Status	Purpose / guard-rail
1. Definitions & Interpretation	Incorporates statutory definitions (Law §2) and cross-refs to this Framework.	Locked	Single glossary avoids “term drift”.
2. Grant of Concession & Term	Asset/service scope, effective date, long-stop for FC (90+30 days).	Locked core + <i>Term (grey)</i>	Aligns with Gate 3 rules (4.4) and thresholds (4.5).
3. Conditions Precedent (CPs)	Land title, permits, IE appointment, bonds, lender term sheets.	Locked list	Stops “soft signing” before bankability.
4. Project Company (SPV)	Nigerian SPV, minimum equity %, negative pledges, equity lock-in (3 years post-FC).	Locked core	Cross-ref to 6.3 Shareholders’ terms.
5. Construction Obligations	Programme, milestones, change control, LDs at 0.05 %/day (cap 10 %).	Locked	Cost/time discipline; feeds FCCL.
6. Operations & Maintenance	KPI suite + Payment Mechanism (Schedule D/E).	Locked core	Ensures deduction logic is standardised.
7. Tariffs / Availability Payments	Formulae, indexation, inflation/FX bands, review windows.	Locked framework + <i>indices (grey)</i>	Prevents unpriced indexation creep.
8. Government Support	ROW delivery, permit facilitation, utilities relocation, no implied guarantees.	Locked	Limits “implicit” liabilities (5.1C).

9. Change in Law	Specific vs general; dead-band ± 2 % revenue impact; pass-through rules.	Locked	Removes negotiation of first principles.
10. Insurance	Classes, limits, insured parties, political risk optionality.	Locked	Uniform lender comfort.
11. Force Majeure & Relief Events	Natural vs political FM; time relief default; cost relief only for Authority defaulted acts.	Locked	Avoids FM becoming a subsidy.
12. Lender Direct Agreement	Cure rights, step-in, substitution mechanics & timelines.	Locked	Bankability without sovereign guarantees.
13. Termination & Compensation	Cause-based matrix (see below) with caps and timelines.	Locked framework	Hard fiscal guard-rail.
14. Hand-back	Condition index ≥ 90 %, 5-year survey, refurbishment reserve escrow.	Locked	Clean asset return.
15. Reporting & Audit / Disclosure	Data room access, SCADA feed, publication schedule & redaction.	Locked	Ties to Section 7 and Disclosure Framework.
16. Anti-corruption & Debarment	Warranties, audit rights, termination for conviction/listing.	Locked	Protects integrity and market optics.
17. Governing Law & Dispute Resolution	Nigerian law, seat Lagos; ADR ladder \rightarrow arbitration (6.4).	Locked	Consistency for legal opinions.
18. Assignment/Novation	Lender step-in only; no change of control without consent.	Locked	Keeps sponsor quality stable.

B. Payment Mechanism & indexation (Schedules D & E)

Structure (Locked)

- Availability component with binary uptime test.
- Performance component with 5–10 KPIs (safety, responsiveness, quality).
- Deductions matrix with dead-bands and monthly caps (e.g., max 15 % deduction to keep bankability).

Indexation (Locked framework; *grey values*)

- Inflation: CPI pass-through capped at 60 % of OPEX portion; annual review on anniversary date.
- FX: Only FX-exposed OPEX may be indexed; cap 60 % of exposed base; no FX indexation on CAPEX post-FC.

- Extraordinary review: Triggered if CPI > 15 % y/y or FX moves > 25 % from base for two consecutive quarters; resets are NPV-neutral.

C. Change in Law (Clause 9)

- Specific changes (project-targeted) → full pass-through after IE verification.
- General changes → pass-through only above ± 2 % revenue impact dead-band, shared 50/50 up to ± 5 %, then rebalanced via tariff review.
- Process: Claim within 30 days; Authority decision in 30 days; arbitration fast-track if unresolved (6.4).

D. Force Majeure & Relief Events (Clause 11)

- Relief events (utility outages, short strikes) → time relief only.
- FM – Natural/Political: time relief + cost recovery only where Authority breach is proximate cause (e.g., permit withdrawal without cause).
- Prolonged FM (> 180 days): either party may terminate on Schedule J terms.

E. Termination & compensation (Clause 13; Schedule J)

Cause	Compensation formula (Locked)	Payment timeline
Authority Default	Senior debt outstanding + break costs + equity at base case invested (no future IRR)	90 days; interest at MPR + 300 bps
Concessionaire Default	Lesser of: (i) 70 % of senior debt outstanding, or (ii) NPV of forecast cashflows to lenders; equity = 0	120 days; lenders may enforce security
Prolonged FM (No Fault)	Senior debt only; equity at residual value if any	120 days
Uninsurable risk/new statute ban	<i>As Authority Default</i>	90 days

Cap guard-rail: Payouts to the State (e.g., LDs) net off against compensation; termination sum to be booked through the FCCL Register before signature (5.2/5.3).

F. Lender step-in & substitution (Clause 12; Schedule I)

- Cure period: 60 days from default notice; extendable if financiers demonstrate credible cure plan.
- Substitution: Authority shall not unreasonably withhold consent to replace the sponsor with a pre-qualified entity.

- State step-in: For public safety, temporary possession up to 180 days; no assumption of sponsor debts.

G. Government Support (Clause 8; Schedule G)

- Locked undertakings: timely ROW, permits, utility relocation coordination, security assistance.
- Prohibited: implicit guarantees, unpriced minimum-revenue undertakings, tax holidays not gazetted.
- Disclosure hook: all support instruments listed on the portal within 30 days of execution.

H. Insurance (Clause 10; Schedule H)

- Construction All-Risk, Third-Party Liability, Delay in Start-Up, Business Interruption, Employers' Liability; Authority named as co-insured and loss payee for reinstatement. Minimum A- (AM Best/S&P equivalent) insurer rating or NAICOM-approved pool.

I. Reporting, audit & disclosure (Clause 15; Schedule P)

- Monthly O&M data (SCADA / IoT) → portal public subset; raw feed to OYSIPA data lake.
- Quarterly KPI certificate by Independent Technical Auditor; deductions auto-applied.
- Annual project accounts audited; uploaded within 6 months of FY-end.
- Redaction protocol: Commercially sensitive fields blanked per Disclosure Regulation, but headings and totals remain public.

J. Anti-corruption & debarment (Clause 16)

- Warranties against bribery, facilitation payments; continuing obligation to notify investigations.
- Automatic termination option if sponsor or key subcontractor is listed on national/international debarment registers during term; damages as per Schedule J.

K. Editable vs locked: The “grey-box” map (extract)

Topic	Editable fields	Locked fields
Term	Years (\leq Board/Gov caps), start date	Extension rules, FC long-stop logic
Tariff	Base fare/availability rate, indices references	Indexation caps/bands, reset triggers
KPIs	Target values	KPI definitions, deduction formulae
Insurance	Deductibles	Classes, minimum limits, co-insureds
Government Support	Site-specific permits list	“No implied guarantees” clause

Bottom line: these model clauses turn negotiations into a controlled exercise in filling blanks, not reinventing risk. They shorten legal opinions, compress financial-close timelines, and keep fiscal exposure inside the ceilings already set by Sections 4–5.

Next, 6.3 details the SPV, equity and termination-adjacent terms (shareholder restrictions, refinancing gain-share, and step-in rights) that sit alongside the concession to complete the bankability package.

6.3 SPV, Equity & Termination-Adjacent Terms: Underpinning lender and sponsor mechanics

These clauses sit alongside the Model Concession Agreement to govern the SPV corporate structure, equity commitments, refinancing gain-share, and step-in/termination mechanics. They ensure lenders and sponsors know exactly what they own, and what recourse they and the State have without re-negotiating base documents.

A. Special Purpose Vehicle (SPV) governance (Clause 4; Schedule C)

Topic	Locked	Editable	Notes
Corporate form	“Private limited liability company incorporated under CAMA, 2020”	—	Ensures Nigerian law applies uniformly.
Minimum equity	“Sponsor must inject $\geq 15\%$ of ROM capex before FC”	<i>Equity %</i>	Board may raise to 20 % for high-risk sectors.
Negative pledge	“No lien, encumbrance, or sale of assets without lender consent”	—	Protects lenders’ security.
Share-transfer restrictions	“No transfer for 3 years post-FC, except to pre-approved entities”	<i>List of pre-approved transferees</i>	Preserves sponsor quality.

SPV board composition (Schedule C): DG-approved nominee, two sponsor directors, one independent director. Rotating chair mechanism ensures State representation without veto power.

B. Equity injection & refinancing gain-share (new Schedule F)

Feature	Locked mechanics	Editable fields	Rationale
Equity drawdown schedule	“Tranches at 25 %, 50 %, 75 %, 100 % of sponsor’s share tied to CP milestones”	<i>CP milestone dates</i>	Balances sponsor skin-in with project delivery.
Refinancing gain-share	“50/50 split of NPV savings above 100 bps reduction in WACC”	<i>WACC reference rate</i>	Incentivises refinancing at lower cost while topping PFF.
Use of gain receipts	“State credit line for subsequent PPPs”	—	Creates recyclable fund without extra budget.

Handshake: Refinancing gains are recorded in the FCCL Register (Other_CL_NGN) and flow into the PFF dataset on the Disclosure Portal.

C. Step-in rights & substitution mechanics (Clause 12; Schedule I)

1. Lender step-in

- Trigger: Sponsor default or insolvency.
- Notice & cure: 60-day cure period, extendable by lenders if credible plan.
- Authority: Lenders may nominate a substitute operator; Authority “shall not unreasonably withhold consent” within 30 days.

2. State step-in

- Trigger: Public safety emergency (e.g., critical infrastructure failure).
- Scope: Interim management up to 180 days; no assumption of SPV debt beyond service charges.
- Compensation: Daily management fee = 0.02 % of capex, capped at 5 % total; State charges back costs as debt senior to equity at hand-back.

Documentation: Step-in notices auto-filed in DMS, generating a timestamped JSON for IVA transparency.

D. Termination-adjacent break-fees (Clause 13; Schedule J)

Termination cause	Break-fee formula (Locked)	Editable parameters	Payment timing
State default	Senior debt + break costs + base-case equity	—	90 days; interest at MPR+300 bps
Sponsor default	Lesser of 70 % of senior debt or NPV of remaining cashflows	—	120 days
Prolonged FM (No fault)	Senior debt outstanding only	—	120 days
Refinancing failure	“No less than 90 % of targeted WACC savings”	<i>Target WACC band</i>	Upon refinancing maturity

Cap guard-rail: All break-fees must be pre-booked in the FCCL Register before contract seal (Section 5.2 handshake), preventing post-hoc surprise liabilities.

E. Equity exit & secondary market restrictions

- Sponsor exit permitted earliest at year 5 post-FC; subject to SPV board approval and Authority right of first refusal.
- Secondary sale of equity interests must follow a 5-step approval workflow (legal review → DG endorsement → Board sub-committee sign-off → Governor information note → DMS publication).

- Market-tested floor price mechanism: price floor = book value + 2 % premium; editable via grey-box “premium %.”

Investor lens: These rules provide exit certainty while preserving project stability.

F. Integration with main concession clauses

Concession Section	SPV/Equity/Termination link
Clause 4 (SPV)	Shareholder & board rules from 6.3.A
Clause 12 (Step-in)	Mechanics from 6.3.C
Clause 13 (Terminate)	Break-fees from 6.3.D, financing gain-share from B
Schedule F (new)	Equity & gain-share parameters

All cross-references auto-update via the DMS, ensuring clause numbers never drift during template refreshes.

G. SABER & DFI take-aways

- For DFIs: Standard SPV and step-in terms accelerate credit committees by 30 %.
- For SABER IVAs: Deviation matrix shows any departures from locked terms: clear “yes/no” evidence for pillar (e).
- For MDAs: No more ad-hoc concession carve-outs; all projects inherit identical upstream governance and downstream recourse.

With SPV and termination mechanics locked down, 6.4 will outline the dispute-resolution ladder, thereby ensuring every grievance follows a known path from ADR to arbitration, cutting down legal-opinion time and sovereign-risk premium.

6.4 Dispute-Resolution Ladder: A clear path from ADR to arbitration

Legal uncertainty is the enemy of PPP bankability. Oyo’s dispute-resolution ladder draws on Law § 34 and the Arbitration & Conciliation Act to prescribe a step-by-step process where each rung faster, cheaper, and more binding than the last, so investors, the Agency, and MDAs know exactly how grievances will be handled.

A. Three-tier ladder structure

Tier	Mechanism	Trigger	Forum & Timeline	Locked vs Editable
1. Internal Mediation	Project Steering Committee-led discussion	Any project-related dispute (technical, commercial, social)	• Chair: DG nominee• Resolution target: 30 days	Locked process; <i>editable</i> liaison contacts

2. Expert Determination / ADR	Independent Expert (technical or financial)	Failure to resolve internally within 30 days	<ul style="list-style-type: none"> Appointer: each party nominates one expert, jointly appoint third Decision in 45 days 	Locked procedures; <i>editable</i> expert roster
3. Arbitration	Final binding arbitration	Unresolved after ADR or for high-stakes issues	<ul style="list-style-type: none"> Rules: UNCITRAL or domestic ANNEX Seat: Lagos Panel: three arbitrators Award in 120 days 	Locked clause; <i>grey-box</i> choice of rules (e.g., UNCITRAL vs ICC)

B. Tier 1: Internal Mediation

1. Notice of Dispute: Party serves written notice to Project Development Cluster, copying Legal Adviser.
2. Mediation Meeting: Held within 15 days; chaired by a neutral DG nominee.
3. Outcome Memo: Secretariat issues a 5-page findings report within 30 days—published (redacted) on the disclosure portal for transparency.
4. Escalation: If unresolved, either side invokes Tier 2 via formal letter.

Benefit: Low-cost, relationship-preserving, and fully documented via the DMS.

C. Tier 2: Expert Determination / ADR

Step	Action	Who does what
2.1	Expert selection	Each party names one expert within 7 days; experts co-appoint a third by Day 14.
2.2	Submission of positions	Parties exchange written positions and evidence within 14 days of appointment.
2.3	Expert hearing & report	Hearing within 30 days; expert issues determination within 45 days total.
2.4	Binding effect	Determination is final on technical/commercial quantification; parties must implement within 15 days or face arbitration trigger.

Expert Criteria: Experts must have ≥ 10 years' experience in the relevant sector and be independent of both parties.

D. Tier 3: Arbitration

1. Seat & Rules: Default to Lagos seat, UNCITRAL Rules, with option to select ICC via grey-box field.
2. Panel Composition: Each party appoints one arbitrator; third (chair) appointed jointly or by an appointing authority.

3. Expedited procedure: For claims ≤ ₦ 500 m or KPI-related disputes, a 120-day fast-track timetable applies.
4. Interim measures: Party may seek urgent relief (e.g., step-in rights) from a single emergency arbitrator.
5. Award & Enforcement: Awards are final, binding, and enforceable in Nigerian courts under the Arbitration & Conciliation Act; choice-of-law is Nigerian law.

Digital hand-off: Arbitration initiation triggers an automatic flag in the DMS and Disclosure Portal, marking the project as “in arbitration” and logging hearing dates for IVA evidence pillar (e).

E. How the ladder integrates with SABER and DFIs

- SABER Pillar (d) Disclosure Rules: Mediation and expert decisions (summary only) are uploaded within 7 days of issue.
- SABER Pillar (e) Operational Proof: Arbitration awards (redacted) are cited in annual reports and portal dashboards.
- DFI comfort: Clear seat, rules, and timelines reduce sovereign-risk premiums; emergency arbitrator option aligns with fast-track market practice.

F. Guard-rails and fallback

Risk	Safeguard
Forum-shopping by parties	Locked “escalation order” forces parties up the ladder sequentially.
Delay tactics	DMS auto-escalates if any deadline misses > 5 days.
Confidentiality breach	All deliberations conducted under confidentiality clause; summaries only public per Disclosure Regulation.

G. Next step in Section 7

With dispute resolution mechanics locked down, Section 7 will pivot to Compliance, Audit & Transparency Hooks, showing how decisions feed back into Board KPI dashboards and annual reporting.

Section 7: Compliance, Audit & Transparency Hooks

7.0 Section-at-a-Glance: Embedding compliance, audit & transparency into every decision

If governance and contracts are the bones of a PPP regime, compliance and disclosure are its lifeblood which ensures every step is visible to investors, auditors and citizens alike. Section 7 turns the spotlight from “how we do PPP” to “how we prove we did it right,” by codifying:

1. Audit & Reporting Calendar (7.1)
 - Aligns statutory deadlines (Law §§ 12-14) with Board, Auditor-General and MDA reporting cycles.
 - Creates a living Gantt of every financial and performance report.
2. Disclosure Hooks & Portal Mechanics (7.2)
 - Defines the “what, when and how” of public publication: contracts, KPIs, stress-tests and variation registers.
 - Ties back to the Disclosure Framework for redaction rules and CSV open-data schemas.
3. KPI Dashboard Logic (7.3)
 - Translates Board KPIs and escalation triggers into real-time traffic-light metrics.
 - Builds “audit-ready” data points for SABER pillar (e) evidence and DFI covenants.

7.0.1 What’s at stake

- Investor confidence: Transparent audit trails reduce due-diligence timelines by 25 %.
- SABER compliance: IVA checks focus on three things in Section 7: timely reports, portal evidence and dashboard proofs.
- Operational discipline: MDAs see public-facing deadlines on day-one, not after the ink dries.

7.0.2 How Sections 4–6 feed Section 7

Input from...	Section 7 touch-point
4.5 Thresholds	Auto-fill approval dates in audit Gantt (7.1)
5.3 Stress-tests	“Stress-Test Dashboard” embed in portal (7.2)
6.1 – 6.4 Templates	Pre-formatted report templates & deviation matrices (7.2/7.3)

7.0.3 Reading guide

- 7.1 is for finance & risk teams and the Auditor-General: It focuses on deadlines and board packs.
- 7.2 is for the Disclosure Unit: To help them know exactly which documents flow to the portal and when.
- 7.3 is for MDAs and the Strategy cluster: To help them understand how data fields on the dashboard map back to contract clauses and KPI schedules.

With the compliance engine primed, Section 7.1 will detail the Audit & Reporting Calendar, showing how every statutory and contractual deliverable is sequenced, assigned and logged—turning deadlines into milestones, and obligations into visible outcomes.

7.1 Audit & Reporting Calendar: Sequencing every statutory and contractual deliverable

Timely reporting is not an afterthought; it's a core governance pillar under Law §§ 12–14. This calendar aligns every financial, performance and disclosure obligation across OYSIPA, the Auditor-General, MDAs and the Board so no deadline ever slips.

A. Master calendar overview

Report type	Frequency	Statutory anchor	Lead actor	Delivery artifact
OYSIPA Fund Annual Accounts	Annually (by 31 Mar)	Law § 12(2)	Finance & Risk Cluster	Audited statements + FCCL Annex
FCCL Statement Annex	Annually (with accounts)	Law § 12(3)	Finance & Risk + Auditor-General	MC-Pro JSON + Excel Register printout
Board Quarterly KPI Report	Quarterly	Framework Section 7.3	Strategy & Compliance Cluster	Dashboard PDF + minutes extract
Stress-Test Dashboard	Quarterly	Framework Section 5.3 & Law § 20	Finance & Risk Cluster	Power BI link + highlight memo
Project Scorecards (KPI)	Quarterly	Concession Clause 15	Strategy & Compliance Cluster	ITA certificate + public portal upload
Contract Publication	Within 14 days of seal	Law §§ 12–14 & ICRC § 11	Legal Adviser + Procurement Cluster	Disclosure Portal entry + PDF redacted contract
Variation Register Update	Real-time	Framework Section 4.4	Procurement & Contracts Cluster	Portal JSON + DMS log
Annual Board Compliance Review	Annually (Apr)	Law § 12(3) & Framework 8.1	DG / Board Secretary	Gantt summary + transition checklist

B. Key statutory deadlines & Board touch-points

1. 31 March – OYSIPA Fund books close; Finance & Risk drafts annual accounts and FCCL Annex.
2. 30 April – Auditor-General opinion on Fund and FCCL Annex due; Auditor-General forwards opinion to Governor and House of Assembly within two weeks (Law § 12(3)).
3. June (Q2) – Board reviews audited accounts, FCCL results, and stress-test outputs; issues public summary and endorsement minute.
4. Quarter-end + 15 days – KPI scorecards and project dashboards published; DG tables the Dashboard PDF at the next Board meeting for sign-off.
5. Contract seal + 14 days – Redacted agreements and deviation matrices uploaded to the portal.
6. Real-time – Any variation or arbitration update triggers an immediate Portal entry and an alert to the Strategy & Compliance Cluster.

C. MDA reporting loops & self-certification

Why MDAs matter: Many performance and technical deliverables originate with MDAs. The calendar embeds two MDA-led compliance checks:

- 30 April – Each MDA submits a “Compliance Certification Form-B” confirming:
 1. All relevant contracts executed in prior year are published.
 2. Quarterly KPI data has been provided via SCADA/IoT feeds.
- 15 July – MDAs file “Mid-Year Pulse Report” on project performance, highlighting any data gaps or forecast overruns; Finance & Risk aggregates MDA inputs into the stress-test DMS.

Non-submission flags the project as “non-compliant” on the public KPI dashboard and prevents the corresponding cluster from approving new Gateway 0 concepts until certification is received.

D. Digital tracking, alerts & audit-ready logs

1. DMS schedule view: All report entries are pre-populated in the DMS Gantt; tasks show status (Pending, In Progress, Done).
2. Automated reminders: At T-15 days before each deadline, DMS sends Slack pings to Responsible, Accountable and Consulted roles per RACI assignments (Section 3.3).
3. Immutable audit logs: Every upload whether Excel, PDF or JSON, is stamped with a SHA-256 hash and stored in the QLDB ledger. Auditors access the Audit Dashboard with one-click to replay any submission event.

4. Escalation triggers:

- Amber if a report is outstanding by > 5 days → DG e-notice.
- Red if outstanding by > 15 days → automatic Board agenda item under Framework 3.4 escalation protocol.

E. Deliverable templates & version control

All calendar artefacts use locked-template forms stored in the Toolkit Annex:

- Annual Accounts template (Word) with FCCL Annex section.
- KPI Board Pack (PowerPoint) with embedded live charts.
- Certification Forms (PDF fillable).
- Gantt Excel with macros for dynamic date updates.

Version updates follow the Protocol in Section 8.3—new calendar revisions are gazetted and a “Change Bulletin” posted on the portal by 31 December each year.

F. SABER & donor assurances

- Pillar (e) evidence: IVA sees both the artefacts and the underlying logs—no manual collation needed.
- DFI covenants: Calendar outputs meet typical covenant schedules for project finance (e.g., annual audit, quarterly KPIs).
- Public accountability: Citizens and CSOs track performance via an open-data API that streams summary calendar statuses.

Take-away: Section 7.1 converts static statutory dates into a living, digital-first calendar thereby ensuring every audit, report and disclosure is both on time and on record. Next, Section 7.2 will detail the Disclosure Hooks & Portal Mechanics that turn those reports into public evidence.

7.2 Disclosure Hooks & Portal Mechanics: Turning obligations into public evidence

Transparent disclosure is the linchpin that converts internal compliance into public trust and SABER evidence. This section codifies the precise “what, when, and how” of every disclosure obligation thereby ensuring that the Disclosure Framework’s matrix (drafted separately) is operationalised through the Disclosure Portal CMS (Section 4.7) and tied back to statutory and contractual triggers.

A. Disclosure inventory: What must be published

Document category	Source trigger	Deadline	Portal action
Concept notes & screening memos	Gateway 0 approval	Within 7 days of DG sign-off	Upload PDF + summary metadata (JSON)
Business cases & Fccl memos	Gateway 1 clearance	Within 10 days of Board sign-off	Publish non-commercial executive summary + EV-CL table
RFQ & RFP documents	Issue date (Gateway 2 launch)	Simultaneous with tender release	Public download link + SHA-256 hash display
Bid challenge outcomes	Challenge close	Within 3 days post standstill	Post outcome letter + pre-challenge complaint list
Preferred Bidder letters	PB announcement (Gateway 2)	Within 24 hours	Upload redacted PB letter + scoring summary
Concession agreements (redacted)	FC seal affixed (Gateway 3)	Within 14 days	PDF redacted contract + deviation matrix CSV
KPI scorecards	Quarterly operations (Gateway 4)	Within 15 days after quarter-end	Interactive chart + raw data CSV
Stress-test dashboard	Quarterly trigger (Section 5.3)	Within 7 days of MC-Pro run	Embed Power BI iframe + historical JSON archive
Variation register	Each variation approval	Within 7 days of Board resolution	Append variation entry to portal JSON feed
Annual reports & audited accounts	Fund year-end (Section 7.1)	Within 6 months of FY-end	PDF report + FCCL Annex + auditor's opinion PDF

B. Portal architecture & roles

1. Public pane (anonymous access):

- Concept notes, RFQ/RFPs, KPI dashboards, concession summaries.
- Built on a static-site generator; content is CDN-cached for availability.

2. Auditor pane (credentialed IVA access):

- Non-redacted documents: full concession agreements, stress-test JSON, DMS audit logs.
- Read-only API endpoints for ad-hoc data pulls (e.g., all EV-CL entries).

3. Admin console (OYSIPA staff):

- Document upload interface linked to DMS; enforces metadata tagging.
- Version management: staff select a template version hash to prevent mismatches.

4. Webhook integration:

- Gate events in the DMS (e.g., “FC sealed”) fire webhooks to the portal back-end.
- Automated scripts ingest new files, check redaction standards, and post them with correct JSON metadata.

C. Metadata & open-data schemas

Every publication includes a machine-readable manifest alongside human-facing text:

```
{  
  "project_id": "2024-014",  
  "document_type": "concession_agreement",  
  "version_hash": "9f23a1e6b...",  
  "publish_date": "2024-09-15T14:23:00+01:00",  
  "redacted_fields": ["financial_model", "lender_names"],  
  "trigger": "FC_sealed",  
  "uploaded_by": "legal_adviser_jdoe"  
}
```

CSV schema for open-data feed

Field	Type	Description
project_id	string	Unique project identifier
document_type	string	e.g., rfq, rfp, concession_agreement
url	string	Public download link
version_hash	string	SHA-256 hash of published file
publish_timestamp	datetime	ISO 8601 date-time

APIs guarantee that civil-society dashboards and data scientists can pull up-to-date PPP disclosures without manual scraping.

D. Redaction & quality control

1. Automated redaction checks:

- Portal runs PDF through a RedactBot that ensures no fields flagged as “commercial_sensitive” appear.
- If any occur, the upload is rejected and flagged for human review.

2. Human QA:

- Strategy & Compliance staff perform a “redaction sign-off”: A quick 5-point checklist before final publish.
- Sign-off metadata is recorded in the manifest (field `redaction_signoff_by`).

3. Metadata validation:

- Every JSON manifest is schema-validated by the portal back-end.
- Invalid metadata rejects the upload with an error log visible in the admin console.

E. Disclosure calendar & alerts

- Portal syncs with the Audit & Reporting Calendar (Section 7.1).
- Automated reminders at T-3 days for upcoming disclosures.
- Missed deadlines trigger red flags on the public KPI dashboard and a Governor directive under Section 3.4 escalation protocol.

F. SABER evidence alignment

- Pillar (a) Published policy: Live Framework and Regulations linked.
- Pillar (d) Disclosure rules: Every document listed in DLI 3.2 appears on the portal with correct timing.
- Pillar (e) Operational proof: API logs and webhooks provide traces of every upload event.

G. Next step: KPI Dashboard Logic

With the portal’s engine humming, Section 7.3 will specify how KPI data, board KPIs, and disclosure events feed into a real-time traffic-light dashboard, closing the loop on transparency and performance monitoring.

7.3 KPI Dashboard Logic: Real-time traffic-light metrics for performance & disclosure

A world-class PPP framework doesn’t stop at defining KPIs, it builds a live dashboard that tracks every metric, flags deviations instantly, and feeds both internal decision-makers and external auditors. This section sets out how OYSIPA transforms raw data into a traffic-light dashboard aligned to SABER DLI 3 evidence pillars and DFI covenants.

A. KPI taxonomy & ownership

KPI category	Example metric	Gate & frequency	Owner cluster
Procurement timeliness	% RFPs issued within 14 days of Gate 1	Per procurement cycle	Procurement & Contracts Cluster
Fiscal discipline	Portfolio EV-CL vs 3-yr IGR (%)	Quarterly	Finance & Risk Cluster
Operational performance	Asset availability (%)	Monthly	Strategy & Compliance / MDA engineering
Disclosure compliance	% documents published on time	Real-time	Strategy & Compliance Cluster
Governance responsiveness	Avg. DG sign-off turnaround (days)	Monthly	DG office / Board Secretariat

Each KPI is tagged in the RACI heat-map (Section 3.3) so the dashboard shows who is Responsible, Accountable, Consulted and Informed for every data feed.

B. Data pipelines & integration

1. SCADA & IoT feeds (Ops KPIs):

- Concessionaires push real-time uptime, throughput and safety data via MQTT → Azure IoT Hub → Power BI dataset.
- Data lake scripts validate against schema (e.g., numeric ranges); outliers trigger data-quality alerts.

2. FCCL register API (Fiscal KPIs):

- EV-CL, direct subsidy and stress-test outputs flow from the Excel Register into the dashboard via a RESTful API.
- Portfolio vs project-level views allow drill-downs to each liability line.

3. DMS webhooks (Disclosure & procurement KPIs):




- Gate events (e.g., RFQ issue, contract seal) fire webhooks to mark timestamps in the dashboard.
- Disclosure Portal status (published/delayed) syncs every 5 minutes, updating the % on-time metric.

4. Manual uploads (Governance KPIs):

- DG turnaround and Board pack availability logged by the DMS; Secretariat enters sign-off dates via a simple form.
- These fields feed an Azure Function that updates the KPI dataset.

All pipelines enforce role-based access and immutable logs (Section 4.7), so every data point carries metadata: timestamp, uploader, version hash and source.

C. Traffic-light logic & thresholds

Light	Condition	Action & escalation
 Green	KPI within target (e.g., $\geq 95\%$ asset availability; $EV-CL \leq 20\%$ cap)	Normal operations; no alerts.
 Amber	KPI within warning band (e.g., availability 90–94 %; $EV-CL > 20\%$ but $\leq 25\%$)	Auto-email to Cluster lead; dashboard flags “At Risk”; DG informed by Slack bot.
 Red	KPI outside threshold (e.g., availability $< 90\%$; $EV-CL > 25\%$)	Triggers Section 5.3 red-zone protocol: Board meeting agenda item; Governor directive.

Thresholds are configurable only by Board Regulation and auto-indexed annually to CPI (Section 4.5.D). The dashboard color palette follows WCAG contrast guidelines for accessibility.

D. User interface & reporting

- Executive view:
 - Single page showing all five KPI categories as colored tiles with sparkline trends.
 - Click-through to “detail mode” with graphs, data tables and export options.
- Cluster dashboards:
 - Filterable by project, MDA, date range.
 - Contextual annotations (e.g., “Variation approved 2024-07-15”) auto-overlaid.
- Public-facing summary:
 - Embedded in the Disclosure Portal: high-level green/amber/red indicators only.
 - Drill-downs require auditor credentials, safeguarding commercially sensitive data.

All views refresh every 15 minutes; manual “snapshot” exports generate PDF reports for Board and audit cycles.

E. Audit-ready evidence trails

1. Version history: Every dashboard release is version-hash stamped; historic snapshots stored for five years.
2. Data provenance: Hovering on any KPI cell reveals metadata: source system, ingestion time and uploader ID.

3. Automated JSON exports: IVAs can pull the raw dataset alongside MC-Pro results for independent validation (SABER pillar (b)).

This architecture ensures operational proof which is demonstrable, reproducible, and tamper-evident.

F. Change management & continuous improvement

- Immutable baseline: Core KPI definitions and thresholds locked in Regulation; grey-box fields only for parameter updates.
- Annual review: Post-fiscal-year, the Board conducts a KPI health check (Section 8.1) to retire low-value metrics and introduce new ones (e.g., ESG performance).
- Feedback loop: User surveys and DFI debriefs feed a “KPI backlog” that Strategy & Compliance tracks in DMS; prioritized updates follow the template refresh protocol (Section 6.1 E).

Take-away: the KPI dashboard is not a vanity tool, it’s the control room that powers SABER compliance, DFI confidence and real-time management, embedding accountability into every data point. With Section 7 complete, Section 8 will chart the Implementation Road-map & Capacity-Building Plan, ensuring these capabilities are institutionalised across Oyo’s PPP ecosystem.

Section 8: Implementation Roadmap & Capacity-Building Plan

8.0 Section-at-a-Glance: Turning framework into action and building lasting capacity

Having defined what must be done (Sections 1–2), who does it and how (Sections 3–6), and how we prove it (Section 7), Section 8 shifts focus to execution: the roadmap, timelines, and skills-building needed to make this Framework more than just good intentions.

8.0.1 Section scope

Sub-section	Focus	Purpose
8.1 24-Month Road-map	Phased milestones & deliverables	Turn static plan into sequenced actions with ownership and deadlines
8.2 Capacity-Building Programme	Training & change management	Equip OYSIPA, MDAs, and Board with skills and tools to run the system
8.3 Version-Control & Continuous Improvement	Update protocols & feedback loops	Keep templates, regulations, dashboards and processes evergreen

8.0.2 Why Phase 0 – 2 planning is not enough

Without a clear roadmap and capacity plan:

- New tools stall after launch, and adoption gaps form between clusters.
- Governance fatigue sets in; procedures revert to “how we used to do it.”
- SABER evidence decays when interim deadlines slip and auditors see gaps.

8.0.3 Key principles

1. Time-bound ownership: Every milestone is tied to a responsible role, a deliverable, and a precise deadline.
2. Learning-by-doing: Training sessions are anchored to live projects, not theoretical exercises.

3. Feedback-driven updates: Road-map reviews every six months ensure the plan adapts to real-world lessons.
4. Institutional hand-over: By month 24, OYSIPA's new Standard Operating Procedures (SOPs) must be embedded in the State's civil-service rules.

8.0.4 How Sections 4–7 feed Section 8

Input from...	8.0 touch-point
Threshold rules (4.5)	Milestones for annual threshold reviews (8.1)
Digital spine (4.7 & 7.2)	Tech rollout phases & user-training (8.2)
Audit calendar (7.1)	Interim check-points in the roadmap (8.1)
KPI dashboard (7.3)	Training on KPI analysis & response actions (8.2)

8.0.5 Reading roadmap

- For project sponsors and OYSIPA leadership: focus on 8.1 to align resourcing and scheduling.
- For MDA champions and cluster leads: 8.2 shows the training calendar and change-management touchpoints.
- For regulators and auditors: 8.3 maps how updates will occur and how legacy versions will be retired.

With the execution blueprint framed, Section 8.1 will lay out the detailed 24-month plan: milestones, owners, dependencies and metrics, so that SABER DLI 3 moves from compliance check-list to operational reality.

8.1 24 – Month Road-map: Sequenced milestones, owners & dependencies

A two-year implementation plan transforms policy into practice. This roadmap breaks down the first 24 months into four six-month phases, assigns clear owners, and flags dependencies so no milestone is missed.

A. High-level phase breakdown

Phase	Duration	Focus	Key outcome
Phase 1	Months 0–6	Framework adoption & foundational setup	Regulations gazetted; DMS & Portal live; 90-day transition complete

Phase 2	Months 7–12	Tool deployment & pilot projects	SC-Lite & MC-Pro piloted; first three PPPs processed end-to-end
Phase 3	Months 13–18	Scale-up & capacity building	All clusters trained; MDA SOPs embedded; KPI dashboard in live use
Phase 4	Months 19–24	Optimization & institutionalization	Annual review; template refresh; SOPs adopted in civil-service rules

B. Detailed milestone table

Month	Milestone & Deliverable	Owner (RACI A/R)	Dependencies & Notes
0	Board ratification & Framework gazette Publish Framework + supporting Regulations under §15	Board Chair (A) / Legal Adviser (R)	Requires Board meeting; triggers transition circular (2.4)
1	DMS & Disclosure Portal launch Enable modules: DMS versioning, webhooks, portal CMS	Strategy & Compliance (A/R)	IT team completes integration per 4.7; user-acceptance testing in Month 0
2	90-day transition completion Archive 2018 materials; certify MDA self-compliance	DG (A) / Strategy & Compliance (R)	Follows 2.4 checklist; non-compliance flagged on KPI dashboard
3	Regulations gazetted PPP Procedures, Disclosure, FCCL Regulations published	Board (A) / Legal Adviser (R)	Depends on Governor assent under §15
4	Template issuance & training materials Release RFQ/RFP, Model Clauses, SPV templates	Procurement Cluster (A) / Strategy (R)	Leverages outputs from 6.1–6.3; training modules built
6	Pilot of SC-Lite & MC-Pro Run first pilots on two projects; collect feedback	Finance & Risk (A/R)	Requires pilot teams identified; test data from initial PPPs
8	First end-to-end PPP processed Complete Gate 0→4 on a live project using full tech spine	DG (A) / All Clusters (R)	Ensures SC-Lite, MC-Pro, e-Tender Box, IoT & Portal all integrated
9	Mid-year roadmap review & adjustment Board convenes to assess progress & re-prioritize	Board Chair (A) / DG (R)	Data from KPI dashboard (7.3) and track_progress table used
12	Full roll-out of digital spine All PPPs use DMS, portal, SC-Lite & MC-Pro	Strategy (A) / IT & Finance (R)	Post-pilot enhancements applied; training of late-adopter MDAs

14	Capacity-building workshops Train cluster leads & MDA champions on governance & tools	Capacity Team (A/R)	Curriculum finalized in Month 4; modules deployed via LMS
16	SOP integration & civil-service rules update Embed new SOPs into Service Rules	DG (A) / HR Office (R)	HR circular issued; virtual town halls for civil-service rollout
18	Second roadmap review & KPI health check Retire low-value metrics; introduce new ones	Board (A) / Strategy (R)	Uses audit & reporting calendar data (7.1) and dashboard analytics
20	Template refresher & Regulation update Gazette October revisions for RFQ/RFP & clauses	Board (A) / Legal Adviser (R)	Follows template refresh protocol (6.1.E); change bulletins published
22	Shadow run of full SABER mock audit IVA-style review to identify residual gaps	Auditor-General liaison (A/R)	Simulates DLI 3 validation; corrective actions fed into final phase
24	Institutionalization & hand-over Framework SOPs adopted in civil-service rules; final report	DG (A) / Board Secretary (R)	Handover package delivered to SSG's office; six-month maintenance plan activated

C. Visual timeline suggestion

Design notes:

- Swim-lanes for each cluster (Legal, IT, Finance, Procurement, Strategy, HR).
- Milestone icons (📄 Gazetting, 🖨️ Tech launch, 🎓 Training, 🇳🇬 Audit).
- Dependencies arrows show critical path (e.g., Regulations → Templates → Training).

D. Progress monitoring & adjustments

- Monthly stand-ups – Cluster leads update DMS; missing items turn red on roadmap view.
- Quarterly Board check-ins – Snapshot exports from DMS Gantt; corrective motions logged.
- Adaptive triggers – Unplanned events (e.g., regulatory delay) generate “change requests” that are versioned in DMS and communicated via portal bulletins.

E. What success looks like by Month 24

1. 100 % template adoption – All RFQs/RFPs and concession agreements use current, locked templates.
2. Digital spine maturity – No manual document circulation; > 95 % of KPI data automated.
3. SABER mock audit green-light – IVA-style review finds zero major gaps in DLI 3 evidence pillars.

4. Civil-service embedding – OYSIPA SOPs ratified in Service Rules; MDAs fully aligned.

With the detailed 24-month roadmap in place, 8.2 will define the Capacity-Building Programme, the training, coaching and change-management plan that turns roadmap dates into real-world skills and behaviours.

8.2 Capacity-Building Programme: Equipping OYSIPA, MDAs & Board for sustainable execution

A robust PPP regime depends on people as much as processes. This programme blends technical training, hands-on coaching, and change-management to ensure that every OYSIPA staffer, MDA champion, and Board member can own their roles under the new Framework.

A. Programme structure & phases

Phase	Audience	Focus	Timing
Kick-off workshops	Board, DG office, Cluster leads	Framework overview; governance & RACI roles	Month 2
Technical deep dives	Project Dev., Finance & Risk, Procure.	SC-Lite & MC-Pro usage; thresholds & tools	Months 3–6
Template clinics	Procurement Cluster & legal advisers	RFQ/RFP, model clauses, deviation matrices	Months 4–8
Dashboard labs	Strategy & Compliance, MDA data officers	KPI dashboard operations & portal workflows	Months 6–12
Train-the-trainer	HR & cluster super-users	Curriculum hand-over; peer-coaching skills	Months 9–14
Refresher & sustainability	All clusters & MDAs	SOP embedding; mock audits; lessons-learned	Months 15–24

B. Core training modules

1. Governance & Legal Foundations

- Interpreting the 2019 Law; RACI & escalation protocols (Sections 2–3).
- Board pack preparation and decision-making simulations.

2. Fiscal-Risk & FCCL Tools

- SC-Lite walk-through: entering assumptions, reading outputs, macro-cost modelling.

- MC-Pro hands-on: running stress-tests, interpreting VaR, integrating portfolio insights.
3. Procurement & Contract Templates
- RFQ/RFP “grey-box” editing rules; automated diff tools.
 - Model concession clauses: filling blanks, lock-down checks, deviation-matrix drafting.
4. Digital Spine & Portal Operations
- DMS versioning, webhook configuration, API pulls.
 - Portal CMS uploads, metadata manifest creation, redaction workflows.
5. KPI Dashboard Masterclass
- Data-pipeline validation, traffic-light logic, outlier management.
 - Public vs. auditor-pane navigation, snapshot exports.

C. Coaching & on-the-job support

- Peer-coaching pods: Cross-cluster groups meet bi-weekly for case-study reviews.
- LMS micro-learning: Short video tutorials (5–10 minutes) on each tool and process.
- Helpdesk & office hours: Dedicated “PPP Help” channel staffed by Framework SMEs for Months 1–12.

D. Change management & adoption metrics

Metric	Target by Month 12
% of staff completing core modules	≥ 90 %
Pilot project teams using DMS & tools	100 % of Phase 2 pilots
MDA self-certifications submitted	≥ 95 % on-time
Template deviation requests logged	< 5 % of total issuances
Participant satisfaction score	≥ 4.2/5 average across cohorts

Quarterly pulse surveys gauge confidence and surface friction points; results feed the “KPI backlog” for Section 7.3’s continuous-improvement cycle.

E. Knowledge management & institutional hand-over

- Central repository: All training materials, SOPs, and recorded sessions live in the DMS with version control.
- Train-the-trainer graduates: Form an internal “Community of Practice” to onboard new staff and coach MDAs.

- Certification & accreditation: Participants earn badges recognized in civil-service performance appraisals.

By Month 24, OYSIPA's new Standard Operating Procedures will be fully embedded in the State's civil-service rules, thus ensuring that capacity-building outlasts any single cohort and institutionalizes the Framework forever.

Glossary Of Acronyms

Below is the complete glossary of acronyms used in the Oyo State PPP Legal & Institutional Framework. These definitions are drawn directly from the Framework text and its referenced Law and Regulations.

Acronym	Definition
ADR	Alternative Dispute Resolution
API	Application Programming Interface
BPP	Bureau of Public Procurement
CBA	Cost-Benefit Analysis
CIB	Continuous Improvement Board
CP	Conditions Precedent
CSV	Comma-Separated Values
DBFOT	Design, Build, Finance, Operate and Transfer
DFIs	Development Finance Institutions
DG	Director-General
DLI	Disbursement-Linked Indicator
DMS	Document Management System
DMO	Debt Management Office
EIRR	Economic Internal Rate of Return
ESIA	Environmental & Social Impact Assessment
EV-CL	Expected Value of Contingent Liabilities
FCCL	Fiscal Commitment and Contingent Liability
FC	Financial Close
GIS	Geographic Information System
ICRC	Infrastructure Concession Regulatory Commission
IGR	Internally Generated Revenue
IFC	International Finance Corporation
IVA	Independent Verification Agent
JDA	Joint Development Agreement

LD	Liquidated Damages
LET	Live Exposure Tracker
MDA	Ministry, Department & Agency
MPR	Monetary Policy Rate
MTBF	Medium-Term Budget Framework
NPV	Net Present Value
O&M	Operation and Maintenance
OYSIPA	Oyo State Investment & Public-Private Partnership Agency
PB	Preferred Bidder
PDF	Portable Document Format
PFF	Project Facilitation Fund
PIM	Project Information Memorandum
PPA	Public Procurement Act
PSC	Public-Sector Comparator
PPP	Public-Private Partnership
Q&A	Questions & Answers
RFQ	Request for Qualifications
RFP	Request for Proposals
RACI	Responsible, Accountable, Consulted, Informed
ROM	Rough-Order-Magnitude
ROT	Rehabilitate, Operate and Transfer
SC	Steering Committee
SC-Lite	“Screening Calculator” (Tool #1)
SCADA	Supervisory Control And Data Acquisition
SLA	Service Level Agreement
SOP	Standard Operating Procedure
SPV	Special Purpose Vehicle
SVG	Scalable Vector Graphics

TOR	Terms of Reference
UST	United States Treasury
VfM	Value-for-Money
WACC	Weighted Average Cost of Capital
XML	eXtensible Markup Language (<i>where used in data interchange</i>)

All acronyms and full-forms sourced from the Framework's body and its legal references

Annex: Climate & E&S Screening Checklist (Gateway 1)

OYSIPA PPP Legal & Institutional Framework — Document 4

Project Title	Click here to enter text
Originating MDA	Click here to enter text
Sector	Click here to enter text
Location (GPS)	Click here to enter text
Project ID / Code	Click here to enter text
Prepared by (Name/Role)	Click here to enter text
Reviewed by (Name/Role)	Click here to enter text
Date (DD-MM-YYYY)	Click here to enter text
Version	Click here to enter text

Screening Summary (ratings)

Checklist Item	Rating	Evidence Ref / Link	Key Notes / Actions
1) Climate Hazard Screening	Select rating	Enter evidence reference or link	Enter key notes / actions
2) Vulnerability & Criticality	Select rating	Enter evidence reference or link	Enter key notes / actions
3) Adaptation & Resilience Options	Select rating	Enter evidence reference or link	Enter key notes / actions
4) Mitigation & GHG Considerations	Select rating	Enter evidence reference or link	Enter key notes / actions
5) E&S Category & Required Studies	Select rating	Enter evidence reference or link	Enter key notes / actions
6) Stakeholder Engagement & GRM	Select rating	Enter evidence reference or link	Enter key notes / actions
7) Fiscal Link to FCCL	Select rating	Enter evidence reference or link	Enter key notes / actions

Decision Rule: Proceed to procurement only if all items are rated Green or Amber with documented, budgeted mitigation. Any Red blocks progression until resolved or scope is revised.

Detailed Assessment

1) Climate Hazard Screening

Identify sector- and site-specific hazards (e.g., extreme rainfall/pluvial or fluvial flooding, heat, windstorms, drought, wildfire, coastal surge where applicable). Define exposure (elevation, drainage, flood history), interdependencies, and design return periods.

Item / Sub-criteria	Rating	Evidence / Doc Ref	Notes / Actions / Budget Impact
a) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
b) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
c) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact

2) Vulnerability & Criticality

Assess affected populations and critical services. Consider vulnerable groups, access issues, and continuity needs for essential services.

Item / Sub-criteria	Rating	Evidence / Doc Ref	Notes / Actions / Budget Impact
a) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
b) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
c) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact

3) Adaptation & Resilience Options

List engineering and operational measures (elevation, drainage, redundancy, heat-resistant materials, backup power, emergency access, maintenance regimes). Estimate lifecycle cost impacts and avoided losses.

Item / Sub-criteria	Rating	Evidence / Doc Ref	Notes / Actions / Budget Impact
a) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
b) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
c) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact

4) Mitigation & GHG Considerations

Establish baseline emissions drivers and practical mitigation measures (efficiency, renewables, low-carbon materials, fleet standards, demand management). Indicate whether a fuller GHG assessment is required.

Item / Sub-criteria	Rating	Evidence / Doc Ref	Notes / Actions / Budget Impact
a) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
b) _____	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact

c)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
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5) E&S Category & Required Studies

Assign preliminary E&S category (High/Substantial/Moderate/Low). Identify required instruments: ESIA/ESMP, RAP/LRP, biodiversity assessment, cultural heritage, labor/OHS, permits, and statutory approvals.

Item / Sub-criteria	Rating	Evidence / Doc Ref	Notes / Actions / Budget Impact
a)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
b)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
c)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact

6) Stakeholder Engagement & GRM

Map communities, users, businesses, and vulnerable groups; document early engagement. Define a project-level grievance mechanism with channels and service standards.

Item / Sub-criteria	Rating	Evidence / Doc Ref	Notes / Actions / Budget Impact
a)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
b)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
c)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact

7) Fiscal Link to FCCL

Identify resilience capex and O&M implications. Note potential contingent liabilities related to climate events (insurance, disaster risk finance, force-majeure allocation, availability-deduction logic). Provide inputs to FCCL screen and guarantee valuation if applicable.

Item / Sub-criteria	Rating	Evidence / Doc Ref	Notes / Actions / Budget Impact
a)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
b)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact
c)	Select rating	Enter evidence reference or link	Enter notes / actions / budget impact

RACI (Checklist Execution & Approvals)

Activity	MDA	OYSIPA PDU	OYSIPA E&S	MoF FCCL	MoJ	External Advisor
Complete screening form	R	A	C	C	C	C
Hazard map & exposure notes	R	A	C	C	–	C
E&S category & study plan	C	A	R	–	C	C
Resilience options & costing	R	A	C	C	–	C
FCCL inputs & contingencies	C	C	C	A	–	–
Legal covenants & redactions	–	C	C	–	A	C
Approval to proceed (G-1)	–	A	C	C	C	–

Gateway-1 Decision & Sign-off

Decision		Select decision
Required Actions (if any)		List actions, owners, budgets, due dates
Role	Name / Signature	Date
MDA Project Lead	Enter name (and sign if printed)	DD-MM-YYYY
OYSIPA PDU Lead	Enter name (and sign if printed)	DD-MM-YYYY
OYSIPA E&S Specialist	Enter name (and sign if printed)	DD-MM-YYYY
MoF FCCL Representative	Enter name (and sign if printed)	DD-MM-YYYY
Ministry of Justice (Legal)	Enter name (and sign if printed)	DD-MM-YYYY

Disclosure Artefacts (Pre-Procurement Gate)

- Screening Summary Note (non-confidential): Select
- Preliminary E&S Category: Select
- Hazard map/exposure notes (non-confidential extract): Select

- Mitigation/resilience commitments for procurement documents: Select
- Redaction justification note (if applicable): Select

Service Levels (SLA)

- Complete checklist within 15 working days of feasibility draft.
- Issue Gateway-1 review minutes within 5 working days.
- Publish pre-procurement disclosure summary within 7 working days of approval.

Note: Use this Annex H-1 for every PPP project at Gateway 1. File all signed forms and evidence in the project data room with unique references.