ITT Volume 3 Terms of Reference

Foreign, Commonwealth and Development Office (FCDO) Framework Agreement for Expert Advisory Call Down Service (EACDS) 2

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1. About FCDO

- 1.1 The Foreign Commonwealth and Development Office (FCDO) pursues the UK national interests and projects the UK as a force for good in the world. Promoting the interests of British citizens, safeguarding the UK's security, defending our values, reducing poverty, and tackling global challenges with our international partners. The FCDO leads the UK's efforts to reduce poverty, deliver the Sustainable Development Goals (SDGs), the UK's International Development Strategy¹, and helping to deliver HMG's wider national security objectives.
- 1.2 Our International Development Strategy is a central part of a coherent UK foreign policy. The principles of free markets, free trade, effective institutions, free speech and shared technology have underpinned development advances over recent decades. But we live in a world where these principles are challenged by a renewed geopolitical contest for influence. At the same time, global challenges threaten development progress from climate change and biodiversity loss, to the pandemic, which pushed millions into poverty.
- 1.3 This strategy revisits the UK's approach to international development in light of this new context, building on the Integrated Review². Progress towards a safer and more prosperous world requires all our capabilities our diplomatic influence, trade policy, defence, intelligence, business partnerships and development expertise to build strong country-level partnerships and effective global alliances. We all benefit from that progress, in the UK and around the world.
- 1.4 The UK brings powerful economic and political tools to our development partnerships: aid, diplomacy, trade, investment, expertise and influence. We will use those to meet the evolving needs of our partners, and support achieving the UN Sustainable Development Goals (SDGs), in line with the Integrated Review. We will pursue a focused set of objectives which we judge collectively represent a compelling offer from the UK to developing country partners. We will deepen cooperation with businesses, sovereign wealth funds, private investors, international organisations and civil society so that we are achieving greater impact together and achieving better outcomes for people in low- and middle-income countries as well as British citizens. We will work with our friends and family in the Commonwealth, and with our key strategic partners around the world. When we work together to ensure that free societies can thrive, we all benefit.

2. Background

2.1 This an interim Framework Agreement to replace the current EACDS Framework for one year, with two (2) one year extension options, due to commence February 2023. The Framework provides the call down service, equating to an annual value of £13 million.

3. Introduction

3.1 FCDO wishes to work with Framework Suppliers who are committed to ensuring that the best technical development expertise is quickly and efficiently accessible to FCDO staff and colleagues across the civil service. The aim is to ensure that the UK development programme is at the forefront of international development best practice.

¹ https://www.gov.uk/government/publications/uk-governments-strategy-for-international-development

² The Integrated Review 2021 - GOV.UK (www.gov.uk)

- 3.2 FCDO's professional advisers and programme teams need up-to-date knowledge, evidence and expert support in order to ensure that our policies and programmes are well designed and managed, achieving maximum impact and value for money. FCDO requires expertise in four broad areas which will support the delivery of the UK's International Development Strategy.
- 3.3 The four lots will cover:

Lot 1. Women and Girls

Unlocking the full potential and power of women and girls accelerates progress on all our global priorities, from economic prosperity to security. The UK has long been at the vanguard of standing up for the rights of women and girls around the world, through our development, diplomatic and legislative efforts, including the International Development (Gender Equality) Act 2014. This is not just good development, but also symbolises UK ideals, and is part of what we offer to the world.

Lot 2. Life-Saving Humanitarian Work

The UK is a global leader in driving more effective approaches to crises. We have led international efforts to strengthen crisis solutions and reduce humanitarian need. As a champion of digital cash payments, we have made humanitarian responses faster and more effective. Drawing on our expertise in disaster risk financing and insurance, we have helped to set up all four of the world's regional insurance schemes, enabling rapid responses that save lives and livelihoods.

Lot 3. British Investment Partnerships

We will help countries get the investment they need to grow secure, open, thriving economies. Countries need to avoid loading their balance sheets with unsustainable debt and mortgaging their future economies against bad loans. We can help, by putting our national economic power at the centre of our development approach: capital markets, investment and growth expertise, independent trade policies.

Lot 4. Climate Change, Nature & Global Health

To build economic, security and technological partnerships of the future we will continue to put shared global challenges at the heart of our offer to low- and middle-income countries: as a responsible international actor and a trusted strategic partner. We will turn our historic global leadership at COP26 and throughout the COVID-19 pandemic into lasting progress for our allies and partners and for British people. And through the Prime Minister's Clean Green Initiative we will partner with low- and middle-income countries to ensure they can access the funding and support needed for them to deliver on their climate ambitions.

4. Objective

4.1 This Framework seeks to provide rapid, quality-assured, short-term technical expertise to support the development of UK aid programmes.

5. Recipient

- 5.1 The recipients of the services will be UK aid programmes. The service will be accessible by FCDO and other UK government departments that deliver programmes funded by UK Official Development Assistance (ODA).
- 5.2 The other UK government departments are:
 - Home Office
 - · Department of Health & Social Care
 - Department for Business, Energy & Industrial Strategy
 - Department for Environment Food and Rural Affairs
 - Department for Digital, Culture Media and Sports
 - Office for National Statistics
 - Ministry of Defence
 - HM Revenue and Customs
 - HM Treasury
 - Department for Education
 - Department for International Trade
 - Department for Work & Pensions
 - Department for Transport
 - The Scottish Government
 - Welsh Government
- 5.3 This list is not exhaustive. A complete list of OGDs who are entitled to use the Framework Agreement can be found at https://www.gov.uk/government/organisations. This list may be updated from time to time due to re-structuring or re-organisation.

6. Scope

- 6.1 To provide additional technical expertise to FCDO departments, overseas offices and Other Government Departments in the delivery of Official Development Assistance (ODA). This will include but is not limited to programme design and development, business case development, independent advice/inputs into new and innovative thinking and products and rapid provision of technical teams to deliver specific requirements where there is a time-sensitive need across the following four lots:
 - Lot 1: Women and Girls
 - Lot 2: Life-Saving Humanitarian Work
 - Lot 3: British Investment Partnerships
 - Lot 4: Climate Change, Nature & Global Health
 - Further detailed lot scope information can be found in Annexes 1 4.
- 6.2 Framework Suppliers will be able to demonstrate their ability to rapidly provide high quality, support with recent and relevant technical and/or country experience as well as strong communication and interpersonal skills and, where relevant, team leadership

skills. Framework Suppliers will need to be able to respond to requests for cross sectoral inputs issues such as gender, politics and political economy, monitoring (not evaluation), value for money, governance and conflict.

7. IR35 Compliance

- 7.1 Framework Suppliers should be aware that through the life of the Framework, FCDO expect that some roles may fall under the UK Governments off payroll working rules (IR35). FCDO will provide to the Supplier a determination as to the technical expert's employment status. The Framework Suppliers, as the worker's fee payer, will be responsible for deducting Tax and National Insurance contributions, paying these to HMRC, in line with the associated reporting requirements as detailed in: https://www.gov.uk/topic/business-tax/ir35
- 7.2 Framework Suppliers should therefore ensure processes are in place to facilitate off payroll requirements. If Framework Supplier subcontracts work out to an umbrella company (i.e., it employs the contractor itself) or a managed service company (company set-up to supply the services or individual workers to third party clients) then the Framework Supplier agrees to provide FCDO with additional information to ensure that the Framework Supplier is complying with HMRC requirements from an audit perspective. If the Framework Supplier uses an umbrella company, then the Framework Supplier will provide the FCSA-accreditation information or outline in writing to FCDO how the Framework Supplier has adopted some other means of verifying its compliance.
- 7.3 Or, if the Framework Supplier sub-contracts the work out using a managed service company (MSC) then the Framework Supplier is required to verify in writing to FCDO if the monies are extracted as dividends rather than employment income and the contractor satisfies the 5% equity test. If the contractor does not meet the 5% equity test, or indeed his/her services are not being 'personally provided' to FCDO then in that case, the MSC provisions will apply, meaning that the contractor is automatically deemed to be an employee of the managed service company for tax purposes. If this is applicable, then the Framework Supplier will be responsible for checking that the MSC is paying the relevant tax and national insurance contributions and confirming this in writing to FCDO.
- 7.4 Or if the Framework Supplier sub-contracts the work out to either an agency, personal service company or sole-trader then the Framework Supplier is responsible for checking that either the agency, personal service company or sole-trader is paying the relevant tax and national insurance contributions and confirming this in writing to FCDO.
- 7.5 The Framework Suppliers are responsible for ensuring compliance with HM Treasury rules on paying tax and national insurance, and therefore liability for failing to adhere to this lies with the Framework Supplier

8. Geographical Scope

- 8.1 Support may be required for all countries in which FCDO and OGDs work using ODA funding, including those in conflict affected and fragile states. Framework Suppliers must be prepared to work in potentially difficult environments. Countries in scope of this Framework cover a global area and will include (but not be limited) to the following.
 - The countries that are eligible for organisations to implement their UK ODA-funded projects

- Those listed in the lowest 50 countries in the UN Human Development Index (HDI)
- Countries the UK Foreign Commonwealth and Development Office (FCDO) operates in.
- 8.2 Some countries will appear in both lists (below).

8.3 The lowest 50 countries in UN Human Development Index (HDI):

Afghanistan, Angola, Bangladesh, Benin, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Comoros, Congo (Democratic Republic of the), Côte d'Ivoire, Djibouti, Eritrea, Eswatini, Ethiopia, Gambia, Ghana, Guinea, Guinea-Bissau, Haiti, Kenya, Lao People's Democratic Republic, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Nigeria, Pakistan, Papua New Guinea, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, South Sudan, Sudan, Syria, Tanzania (United Republic of), Togo, Uganda, Yemen, Zambia, and Zimbabwe.

8.4 Examples of countries that are the focus of significant FCDO work:

Afghanistan, Angola, Azerbaijan, Bangladesh, Burma, Burundi, Central African Republic, Chad, Congo (Democratic Republic of The), Cote d'Ivoire, Egypt (Arab Republic of), Eritrea, Ethiopia, Ghana, Guinea, Guinea-Bissau, Haiti, India, Iraq, Jordan, Kenya, Kyrgyz Republic, Liberia, Lebanon, Libya, Mali, Malawi, Monserrat, Mozambique, Myanmar, Nepal, Nigeria, The Occupied Palestinian Territories, Pakistan, Pitcairn, Rwanda, Sierra Leone, Somalia, South Africa, St Helena and dependencies, Sudan, Syria, Tajikistan, Tanzania, Turkey, Turkmenistan, Uganda, Ukraine, Uzbekistan, Venezuela (República Bolivariana de), Yemen, Zambia and Zimbabwe.

9. Procurement and Contractual Requirements

- 9.1 The Framework Agreement will be awarded for one year with two possible 12-month extensions as determined by FCDO. Individual programmes to which call-down contracts relate will be for a maximum of 12 months and maximum budget of £1million including all extension options. The Framework Agreement will be subject to a Commercial Annual Review at the end of the first year and any subsequent years for which the framework is extended.
- 9.2 For the avoidance of doubt, the Framework Suppliers provision of the Services pursuant to this Framework Agreement or any Call-down Contract shall be on a non-exclusive basis and FCDO reserve the right to contract with, or employ directly any third-party contractors, consultants or employees to provide similar services at any time.
- 9.3 FCDO expects the Framework Suppliers to operate in FCDO/HMG priority countries and demonstrate in competition the skills, knowledge, capability and competence to deliver FCDO's strategy.
- 9.4 Suppliers may bid for all lots but can only be appointed as a Lead Supplier on a maximum of one lot. Suppliers must demonstrate capability in all the lots bid for.
- 9.5 Suppliers bidding on EACDS2 must decide if they will bid as a Lead Supplier or a Sub-Contractor. Lead Suppliers are not eligible to be a sub-contractor on another bid/lot.

- 9.6 A Supplier that is appointed as a Lead on a lot will not be permitted to be a subcontractor on any other lot.
- 9.7 Framework lot awards will be based on the highest scoring bid, after evaluation, for each of the four available lots. Where a Supplier has the highest scoring bid in more than one lot, they will only be awarded the lot in which their highest scores was achieved.
- 9.8 FCDO reserve the right to award a Lead Suppler more than one lot in certain circumstances, e.g. If there is only one satisfactory bid received in a Lot, then a Lead Supplier that has demonstrated sufficient capability against the evaluation criteria, and has also been successful in another lot, can be awarded Lead on more than one lot.
- 9.9 It is not possible to determine in advance the precise scope of each requirement that will be required under this Framework; however, FCDO will provide detailed Terms of Reference for each call-down requirement.
- 9.10 The following general requirements are applicable to all Lots:
 - a) Where applicable, demonstrated ability to mainstream issues such as gender equality, the empowerment of women and girls, political economy, value for money, safeguarding, monitoring, learning, climate change, environment, governance and conflict.
 - b) Where applicable, demonstrated ability to identify, benefit and meaningfully engage groups with particular needs or terms of exclusion in a given context such as girls and women, people with disabilities, the poorest, marginalised groups, displaced populations and adolescents/youth; integral to this will be an understanding of how gender and social norms dictate access to and control over resources and space and impact on an individual's ability to reach their potential and to have their needs and interests addressed and protected.
 - c) Framework Suppliers will need to demonstrate for each of the Lots that they have the requisite expertise to ensure that gender equality is mainstreamed into all the work they are commissioned to do.
 - d) Technical capability, capacity and management structures to design and deliver development outcomes.
 - e) Awareness of emerging technologies and ability to use them as appropriate.
 - f) An ability to demonstrate on-going innovation and value for money.
 - g) An ability to collaborate where appropriate with other FCDO projects and with other donors.

10. Flexible, Responsive and Locally Led Programmes

10.1 In line with the latest evidence better programme on management https://www.gov.uk/government/publications/FCDO-smart-rules-better-programmedelivery_FCDO expects all Framework Suppliers to demonstrate the capability and flexibility to adapt programmes to evolving implementation experience and to have robust monitoring, reporting and payment systems to support responsive programming and significant and evolving risk sharing with FCDO in a real partnership. This approach is not suitable for all tasks, equally evidence of experience with developing

- different responsive models to best suit the specific intervention and the Framework Suppliers demonstrated knowledge and competence in delivering effective flexible and responsive programmes that either scale up or down or change course to respond to changing conditions is key.
- 10.2 FCDO's Strategic Vision for Gender Equality calls on all our partners and suppliers to systematically tackle the discrimination and barriers that prevent individuals from reaching their potential, and that further entrench gender inequalities. Framework Suppliers are expected to demonstrate capacity to understand local social norms and behaviours, and to design programmes in ways that accommodate local realities, and that challenge and change unequal power relations between men and women, and that negative attitudes and discriminatory practices that hold women and girls back.
- 10.3 Framework Suppliers who demonstrate an ability and commitment to work with local, national and regional expertise and SME's, in order to provide effective political economy engagement and build the capacity of local service providers to provide services within the countries in which FCDO operates, will have a distinct advantage in the technical assessments.

11. Requirements

- 11.1 All call down arrangements will be agreed at the point of engagement within the capped fee rate for the levels of expertise requested. FCDO will provide a Terms of Reference for each call-down with outcomes/outputs required. Framework Suppliers will be required to respond within a minimum of two weeks with CVs of relevant personnel and a proportionate proposal linked to TOR deliverables and payments required. On acceptance of the proposal and subsequent call-down contract the Framework Suppliers will mobilise within two weeks with the spending department.
 - For requirements under £300k it is the responsibility of the Framework Supplier to put forward their best proposal with CVs for consideration.
 - For requirements above £300k the Framework Supplier must be prepared to provide a maximum of 3 options (proposals and CVs) if requested. Proposals will be assessed against transparent criteria.

(Detailed information – see paragraph 19. Call off Methods.)

- 11.2 The Framework Suppliers appointed to each lot will be required to provide:
 - A pool of technical expertise, providing the substantive content for a range of evidence-based urgent support.
 - The ability to deploy skills and capability across the Sustainable Development Goals (SDGs) to deliver on the objectives of any specific requirement.
 - Ability to work with global/ multilateral partners where appropriate.
 - A flexible partnership, developed and maintained with its subcontractors, networks and FCDO, providing and capacity building the quality of expertise and services required to meet a range of requirements.
 - Understanding of UK government's development strategy.
 - Ability to respond to requests for cross sectoral inputs, such as gender, politics, disability, inclusion, value for money, risk, conflict and ability to mainstream these issues into its approach.

- In-depth understanding of, and networks in, a range of developing country contexts, including but not restricted to those where FCDO has a bilateral presence.
- Developing local networks and where possible using local expertise.
- Proven track record in working in international development and excellent understanding of the international development system.
- Contribution to wider cross government learning outcomes through proactive and agreed mechanisms that facilitate learning
- Appropriate management, quality control (technical reviewers, editors, proofreaders, etc) replacement of expertise, secretariat and any other support staff necessary to undertake requirements. The Framework Suppliers will assign a Project Director who will have overall responsibility for the requirement and formal contact with the spending department. They will oversee and manage each call down with a manager for each requirement they are commissioned to undertake
- Be aware that at FCDO we put the people we support at the centre of our programmes and expect programmes to proactively engage beneficiaries throughout the programme cycle to inform as much of our work as possible. Effective beneficiary engagement treats each beneficiary with the dignity, respect and care to which all people are entitled whilst supporting the delivery of better programme outcomes. Beneficiary engagement is not a box-ticking or compliance exercise, but supports effective value for money programming, risk management, safeguarding, and transparency and accountability commitments. Framework Suppliers are expected to demonstrate their knowledge and understanding of beneficiary engagement, and how they can effectively use beneficiary engagement to ensure that our programmes and aid instruments are effective, contextually appropriate, and responsible.
- 11.3 Typical requirements of the Framework Suppliers are likely to include demand for expertise in the following areas (including in fragile settings):
 - Tackling exclusion
 - Tackling safeguarding
 - Responding to public health emergencies
 - In-depth design and management of unconditional and conditional cash transfer programmes including the use of innovative and digital approaches, other direct transfers, and design of multi-objective social protection and social policy frameworks, resulting in enhanced outcomes for empowerment and social justice.
 - Evidence of ability to build institutional capacity for sustainable transfer systems.
 - Ability to develop credible processes that demonstrate the comparative VFM of use of Social Protection approaches.
 - Approaches to improving the lives of girls and women, those with disability, and those excluded from development by virtue of religion, caste or geography.
 - Advancing accountable, efficient and equitable health, education, WaSH and nutrition systems – both public and non-state delivery
 - Advancing Education policies (for equitable affordable and accountable services) in pre-primary, primary, secondary, technical vocational and higher education

- Governance, institutions, political economy and regulation
- Public financial management, aid management systems, open data and transparency
- Human resources, financing, information, medicines, textbooks and other supplies, quality of services
- Advance policies and services in relation to reproductive maternal, neonatal, child and adolescent health including family planning
- Advance policies and services in relation to Communicable disease including HIV/AIDS, TB, malaria, other neglected tropical diseases
 - Advance global and national policies and capacities with respect to global health security
- Advance countries capacity to address population dynamics in their development plans
- Water supply, sanitation and hygiene promotion: urban, peri-urban and rural contexts; at community, household and individual levels; in health and education programmes and facilities. Recognising links to solid and liquid waste management. Covering policy, regulation and institutions including supply and demand issues, tariffs, utility performance, private and public service delivery. Within the context of broader water resources management (surface and groundwater) and urban development.
- Cross-cutting issues:
- Social norms and attitudinal and behaviour change
- Early childhood development
- Value for Money assessment of the programmes

12. Timing

12.1 The Framework Agreement will commence in February 2023 for the period of 1 year with two (2) one year extension options.

13. Reporting Requirements

- 13.1 The Lead Frameworks Suppliers will be expected to attend an annual review meeting (digital or face to face, to be agreed). An agenda will be provided by FCDO, one week in advance of scheduled dates. In addition, Frameworks Suppliers will be expected to attend digital quarterly catch-up meetings with the Framework Management Team, the agenda will be agreed between FCDO and the Framework Suppliers one week in advance of the schedule meeting.
- 13.2 Each Framework Supplier by Lot will be required to maintain detailed financial records and submit quarterly reports to a Framework Manager in FCDO. These reports will initially include, but not be limited to, financial information, dealing with enquiries, call down progress information and IR35 compliance and auditing reporting. Reporting will be completed in the format and template as provided in Annex 5 and will be required to be emailed to FCDO's Framework Management Team commercialframeworksteam@FCDO.gov.uk
- 13.3 In addition, Framework Suppliers will be required to provide programme specific management information directly to programme teams as detailed in each call down Terms of Reference.

13.4 KPI reporting requirements are detailed in Annex 5 and may be changed from time to time, with agreement between both parties.

14. Contract Management

14.1 Framework Suppliers will be responsible for implementing robust contract management process, including management supervision of staff, teams and subcontractors engaged in delivering of the framework, and maintaining effective communication with FCDO staff and OGDs.

15. Constraints and Dependencies - Use of Services

15.1 This Framework Agreement can only be used to provide services that have an impact on international development programmes funded by ODA.

16. UK Aid Branding

- 16.1 Framework Suppliers will be expected to collaborate with FCDO and proactively look for ways to build support for development and raise awareness of FCDO's funding. The Framework Supplier will explicitly acknowledge FCDO's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of FCDO's "UK aid from the British people" logo ('UK aid logo') in accordance with FCDO standards for use of the UK aid logo, unless otherwise agreed in advance by FCDO and in all cases subject to security and safety considerations of the Framework Supplier.
- 16.2 The Framework Supplier shall provide a visibility statement of how and when they will acknowledge funding from FCDO and where they will use the UK aid logo. The Framework Supplier shall include reference to this in its progress reports and annual reviews.
- 16.3 Framework Suppliers may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make cobranding impractical, acknowledgement of funding from FCDO shall be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

17. Duty of Care

- 17.1 The Framework Suppliers are responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Call-down Contract) and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 17.2 The Framework Suppliers should observe the FCDO website security status and developments in-country where appropriate.
- 17.3 The Framework Suppliers are responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website https://www.gov.uk/foreign-travel-advice and the Framework Suppliers must ensure they (and their Personnel) are up to date with the latest position.

- 17.4 This Framework Agreement may require the Framework Suppliers to operate in seismically active zones which are considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including http://geology.about.com/library/bl/maps/blworldindex.htm. The Framework Suppliers should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted). Prior to award of a Framework Agreement, successful Framework Suppliers will be required to indicate their countries of operation via a country matrix (to be provided at Framework Agreement award).
- 17.5 This Framework Agreement may require the Framework Suppliers to operate in highly insecure and conflict-affected areas. Travel to many zones will be subject to travel clearance from the UK government in advance. The security situation can be volatile and subject to change at short notice. The Framework Suppliers should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).
- 17.6 The Framework Suppliers are responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc.). The Framework Suppliers must ensure their Personnel receive the required level of training and, if required, complete a UK government approved hostile environment training course SAFE (Security Awareness in Fragile Environments). The course should be booked through FCDO and factored into the commercial tender or alternative safety in the field training delivered prior to deployment.
- 17.7 Potential Framework Suppliers must develop their response in relation to any Calldown contract on the basis of being fully responsible for Duty of Care in line with the details provided above and any initial risk assessment matrix prepared by FCDO. They must confirm in their response that:
 - They fully accept responsibility for Security and Duty of Care.
 - They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 17.8 If Framework Suppliers are unwilling or unable to comply with FCDO's Duty of Care to Suppliers Policy and to confirm that you will be able to meet the requirements detailed in question 8.7(b) in the Selection Questionnaire for each Call down contract under this Framework Agreement, your framework tender will be viewed as non-compliant and excluded from further evaluation.
- 17.9 If Framework Suppliers are subsequently unwilling or unable to comply with FCDO's Duty of Care to Suppliers Policy in relation to any Call Down Contract arising from this Framework Agreement your proposal for the Call Down Contract will be viewed as non-compliant and excluded from further evaluation. Note that acceptance of responsibility, prior to the award of any Call Down Contract must also be supported with evidence of Duty of Care capability and FCDO reserves the right to clarify any aspect of this evidence.

18. Safeguarding

- 18.1 All reasonable endeavours are expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together "Serious Misconduct") as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):
 - a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
 - b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
 - c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
 - d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries;
 - e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to FCDO and the Appropriate Authorities (where relevant) of any such incidents;
 - f) any other Good Industry Practice measures (including any innovative solutions).
- 18.2 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Framework Agreement ("Supplier Providers") and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.
- 18.3 The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in 'transactional sex' which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behaviour on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such 'transactional sex' shall be deemed to be Serious Misconduct in accordance with Clause 50.1 Safeguarding of FCDO Terms and Conditions.
- 18.4 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to FCDO, including FCDO's Counter Fraud Section at reportingconcerns@FCDO.gov.uk or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.
- 18.5 The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers

- (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to FCDO as soon as is reasonably practicable.
- 18.6 The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
- 18.7 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended) and/or vetting by a local equivalent service. Where FCDO reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by FCDO for additional vetting to be undertaken.

18.8 Failure by the Supplier to:

- I. put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
- II. fully investigate allegations of Serious Misconduct; or
- III. report any complaints to FCDO and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle FCDO to terminate this Framework Agreement and any Call-down Contracts with immediate effect.

19. Methods of Call Off

- 19.1 Call Down Process will be Direct award. Applicable to all Lots 1-4.
- 19.2 Requirements will be delivered by the single supplier responsible for each Lot.
 - Capped Fee Rate Cards and Discount offered at bid evaluation will apply through the lifetime of the Framework Agreement.
 - FCDO will apply KPI's relevant to the call down requirement within the call down contract.
- 19.3 For requirements under £300k, the Lead Suppliers will respond within a minimum of two weeks with a single proposal featuring CVs of relevant personnel ready to be deployed within two weeks (10 working days) of agreeing staffing with the customer. The proposal and CVs will need to address the outputs detailed in the call-off TOR, and have regard to the Social Value commitments made at framework tender stage. FCDO does reserve the right to ask for multiple proposals from the Lead supplier and run an evaluation against technical criteria.
- 19.4 For requirements over £300k, the Lead Supplier should expect to be asked to put forward a maximum of three proposals and must comply with this request within a minimum of two weeks (10 working days). For more complex requirements, the Lead

Supplier may request an extension of time and it will at the complete discretion of Programme Teams as to whether this is accepted. Programme Teams will evaluate the proposals against technical criteria specific to the requirement. These criteria with be shared with the Lead Supplier in advance in order to aid the development of appropriate proposals. Commercial Evaluation will be undertaken by the Commercial Directorate to ensure compliance with Framework Capped rates. Lead Suppliers should have regard for their Social Value commitments, made at framework tender stage, when developing proposals. The same Social Value objective evaluated at framework tender stage is likely to form part of the criteria used to evaluate proposals. A Social Value plan and KPI may form part of the call-off contract.

- 19.5 The Call Down contract will not be formally awarded until the acceptance of a supplier proposal following FCDO's acceptance. FCDO reserves the right to not award the call-down should the proposal not be meet the requirements of FCDO's terms of reference.
- 19.6 A Framework Supplier has the right to refuse an offer of a call-down contract, however, as this is a single supplier framework it is FCDO's expectation the Framework Supplier will provide proposals for all call-downs in any awarded lot. Should the Framework Supplier refuse an offer for a call down, they must provide rationale as to the refusal. FCDO will log and assess all refusals and reserves the right to exercise its termination rights under Clause 43.1 of the Framework Terms and Conditions (Termination without default of the supplier) (See ITT Volume 7 Section 43)

20. Conflict of Interest

- 20.1 Framework Suppliers should be aware that some requirements may include a contribution to the development of a Business Case or the Design of a FCDO Project / Programme. Framework Suppliers may be precluded from taking part in any competition for subsequent stages of the Project / Programme e.g., a Framework Supplier involved in developing the Business Case may be excluded from involvement in the subsequent Design or Implementation Stages. In the event that there is an unfair advantage likely to distort competition, FCDO will advise when this exclusion will apply prior to any competition for the Business Case and Design stages.
- 20.2 In order to limit the number of occasions where a Framework Supplier might be excluded, they should demonstrate their ability to avoid conflicts of interest between engagements, e.g., how they track personnel and the engagements they have worked on.

21. Exclusivity

21.1 For the avoidance of doubt, the Framework Suppliers provision of services shall be on a non-exclusive basis. FCDO reserves the right to contract with or employ directly thirdparty contractors, consultants, or employees to provide similar services at any time outside of the Framework Agreement

22. General Data Protection Requirements (GDPR)

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

23. Modern Slavery

23.1 The Suppliers is required to agree to the Supplier Code of Conduct, part of this includes providing documents demonstrating current organisational good practice and assuring

compliance with key legislation on international principles on labour and ethical employment including Modern Slavery Act 2015 compliance.

24. Social Value Considerations

- 24.1 The Cabinet Office have proposed new measures to ensure that money spent by Government on buying goods and services benefits society more widely as well as delivering value for money. The Social Value Act requires contracting authorities to consider how the services being procured might improve the economic, social, and environmental well-being of the relevant area. In the FCDO context, social value is delivered to overseas beneficiaries through the programmes we deliver and also in the sustainable legacy that we aim to leave behind. As overseas development aid is also in the UK national interest, benefit ultimately also flows back to the UK.
- 24.2 Social Value outcomes are already embedded and evaluated within the programmes that FCDO deliver, however application of the Public Services (Social Value) Act 2013 will be extended to ensure that all government departments explicitly evaluate social value when commissioning services. More details can be accessed at: https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts

25. Transparency

- 25.1 FCDO requires suppliers receiving and managing funds to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
- 25.2 It is a contractual requirement for all Suppliers to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this FCDO further IATI information is available from http://www.aidtransparency.net

26. Delivery Chain Mapping

- 26.1 Delivery Chain Mapping is a process that identifies and captures, usually in visual form, the name of all suppliers involved in delivering a specific good, service or charge, ideally down to the end beneficiary. Addressing this is required to manage regular and exceptional risk throughout the network to reduce exposure and vulnerability.
- 26.2 Delivery Chain Mapping down through every tier is the only way to improve visibility, provide a level of assurance and mitigate risk. The map should identify FCDO funds being distributed to each implementing (downstream or indirect) partner.
- 26.3 FCDO is expected to report to central government on the levels of contracted work being allocated to SME and other sub-contracted organisations. It is now a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-government SME Small Business Policy team working on this initiative. FCDO is also interested in gathering details of the organisations working within the delivery chains of directly contracted partners. As part of the contractual compliance checking process, the Framework Suppliers will be required to submit returns providing these details, as a minimum on an annual basis.

Appendix A – General Data Protection Regulation (GDPR)

Schedule of Processing, Personal Data and Data Subjects

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

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

Description	Details				
Identity of the Controller and Processor for each Category of Data	The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:				
Subject	 The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and/or fulfilment of this contract 				
	2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of any such data received from the Supplier, as it does not constitute Personal Data.				
Subject matter of the processing					
Duration of the processing					
Nature and purposes of the processing					
Type of Personal Data [and Special Categories of Personal Data]					
Plan for return and destruction of the data once processing complete.	(UNLESS requirement under EU or European member state law to preserve that type of data)				

Annex 1.

Lot 1. Women and Girls

Unlocking the full potential and power of women and girls accelerates progress on all our global priorities, from economic prosperity to security. The UK has long been at the vanguard of standing up for the rights of women and girls around the world, through our development, diplomatic and legislative efforts, including the International Development (Gender Equality) Act 2014. This is not just good development, but also symbolises UK ideals, and is part of what we offer to the world.

Typical requirements of the Framework Suppliers are likely to include demand for expertise in the priority objective areas listed below.

In addition, all four lots need to be able to mainstream issues such as digital, innovation, science and technology; gender, disability and inclusion; politics and political economy; value for money, monitoring, governance, conflict and resilience to crises.

- 1. Design, delivery and monitoring of risk informed development investments across this key thematic that build resilience in a range of contexts, from the more stable, to those in protracted crises (including in the most FCAS and suffering protracted forced displacement).
- 2. Inclusive growth and harnessing potential of private sector for social development outcomes: economic empowerment of girls and women; livelihoods strategies; expanding formal employment opportunities; responsible business and environmental sustainability; inclusive/pro-poor business; access to markets for the poorest and excluded; evidence behind and strategic frameworks for delivering social development outcomes through private sector.
- 3. Delivering services and human development outcomes targeted at women and girls, including but not limited to:
 - Education sectors pre-primary, primary, secondary, technical vocational and higher education
 - o Governance, political economy and regulation
 - Reproductive maternal, neonatal, child and adolescent health including family planning
 - Communicable disease including HIV/AIDS, TB, malaria, other neglected tropical diseases and global health security
 - Non-communicable disease as they affect the poor including public health approaches
 - Water supply, sanitation and hygiene promotion: urban, peri-urban and rural contexts; at community, household and individual levels; in health and education programmes and facilities. Recognising links to solid and liquid waste management. Covering policy, regulation and institutions including supply and demand issues, tariffs, utility performance, private and public service delivery. Within the context of broader water resources management (surface and groundwater) and urban development.
 - Social norms and attitudinal and behaviour change
 - Early childhood development

Annex 2.

Lot 2. Life-Saving Humanitarian Work

The UK is a global leader in driving more effective approaches to crises. We have led international efforts to strengthen crisis solutions and reduce humanitarian need. As a champion of digital cash payments, we have made humanitarian responses faster and more effective. Drawing on our expertise in disaster risk financing and insurance, we have helped to set up all four of the world's regional insurance schemes, enabling rapid responses that save lives and livelihoods.

Typical requirements of the Framework Suppliers are likely to include demand for expertise in the priority objective areas listed below.

In addition, all four lots need to be able to mainstream issues such as digital, innovation, science and technology; gender, disability and inclusion; politics and political economy; value for money, monitoring, governance, conflict and resilience to crises.

1. Humanitarian three Ps

- Prioritise humanitarian assistance to people in greatest need and provide them with what they need the most to bounce back from crises. This may require supplier support to the design, delivery and monitoring of effective evidence-based humanitarian programmes and activities most in protracted or recurring crises, but also sudden onset disasters etc.
- Protect the people most at risk, including from conflict-related sexual violence and address barriers to humanitarian assistance. This may require supplier support to the design, delivery and monitoring of effective evidence-based humanitarian programmes and activities that support protection of civilians, humanitarian access and inclusion of marginalized and vulnerable groups.
- Prevent and anticipate future shocks and build resilience in long-running crises by tackling the underlying drivers of humanitarian crises. This may require supplier support to the design, delivery and monitoring of effective, evidence-based and risk informed humanitarian/development programmes and activities that reduce future humanitarian need. This may require supplier support in sectors such as social protection, climate and nature, health and nutrition, food systems, education, risk financing and early warning (see also linked capability below on escaping cycles of conflict).
- NB. FCDO has a separate arrangement to support its operational crisis response and stabilisation work (deployable capacity, stockpiles, logistics etc). We do not envisage such a role for this framework, rather it should complement through access to specific technical expertise to support the design (and delivery) of humanitarian and development programmes.

2. Escape Cycles of Conflict

 Conflict and political economy analysis: including knowledge and practice of relevant tools/frameworks for conducting strategic conflict analysis; political economy analysis and applying Thinking and Working Politically; gender analysis; institutional and organisational analysis at different levels

(National, Subnational, Ministry etc.)

- Security and justice, rule of law and human rights including in-depth knowledge of
 different legal systems, traditional and informal justice systems; access to justice
 initiatives, particularly for women and excluded groups, alternative dispute resolution;
 security sector reform and policing; approaches to promoting, realising and protecting
 human rights; knowledge of human rights instruments and international architecture;
 violence against women and girls' programmes.
- **Empowerment and accountability**: In depth applied knowledge of approaches and tools for social, economic and political empowerment and accountability. Citizen empowerment, beneficiary engagement, inclusive political settlements, and pro-poor policy processes; transparency initiatives, including use of new technologies and work on open data and open government and tackling corruption.

Annex 3.

Lot 3. British Investment Partnerships

We will help countries get the investment they need to grow secure, open, thriving economies. Countries need to avoid loading their balance sheets with unsustainable debt and mortgaging their future economies against bad loans. We can help, by putting our national economic power at the centre of our development approach: capital markets, investment and growth expertise, independent trade policies.

Typical requirements of the Framework Suppliers are likely to include demand for expertise in the priority objective areas listed below.

In addition, all four lots need to be able to mainstream issues such as digital, innovation, science and technology; gender, disability and inclusion; politics and political economy; value for money, monitoring, governance, conflict and resilience to crises.

- 1. Applied economics for development programmes and policies including problem identification and constraints to achieving broad development objectives (including constraints to inclusive growth); identification and appraisal of delivery options at the programme level (including valuation methods in development contexts and applying CBA and Cost Effectiveness approaches); and analysis of the macro economy (recent experience and longer term trends in revenues and spending, domestic and international debt, capital flows including aid); Economics of key sectors (infrastructure, health, education, agriculture, NR and environment); economics of markets for labour and capital; trade; poverty and economic statistics. Also, using evidence to enable effective decision-making to mitigate the risks of harmful climate change and adapt to its effects, and support FCDO's core work in building resilience to natural disasters and responding to humanitarian emergencies.
- 2. Private sector development instruments and approaches for increasing growth, jobs and economic opportunities for the poor. These include legal and regulatory reforms that improve the enabling environment for business, attract investment and increase international trade; market systems development and value chain development; financial instruments including grants, loans, guarantees, equity investments and PPPs; the effective application of these approaches in different contexts and to a wide range of extractive, productive, service and factor markets.
- 3. Infrastructure for economic growth and prosperity covering all economic infrastructure sectors (energy, transport, water, urban development, waste and ICT) as well as infrastructure for service delivery; throughout the project development chain from concept through design, implementation and operation; as well as across the range of interventions infrastructure policy, regulation and the enabling environment, project preparation facilities, PPPs, capacity development.
- 4. **Governance** financial management and domestic revenue mobilisation, anti-corruption, deregulation, justice and rule of law

Annex 4.

Lot 4. Climate Change, Nature & Global Health

To build economic, security and technological partnerships of the future we will continue to put shared global challenges at the heart of our offer to low- and middle-income countries: as a responsible international actor and a trusted strategic partner. We will turn our historic global leadership at COP26 and throughout the COVID-19 pandemic into lasting progress for our allies and partners and for British people. And through the Prime Minister's Clean Green Initiative we will partner with low- and middle-income countries to ensure they can access the funding and support needed for them to deliver on their climate ambitions.

Typical requirements of the Framework Suppliers are likely to include demand for expertise in the priority objective areas listed below.

In addition, all four lots need to be able to mainstream issues such as digital, innovation, science and technology; gender, disability and inclusion; politics and political economy; value for money, monitoring, governance, conflict and resilience to crises.

- Design, delivery, and monitoring of risk informed development investments across key sectors that build resilience in a range of contexts, from the more stable, to those in protracted crises (including in the most FCAS and suffering protracted forced displacement), including but not limited to risk informed investments to mitigate the impacts of climate, conflict, and other shocks.
- 2. **Develop innovative approaches to tackle climate change and protect nature.** We will harness the world-leading science, technology, research, and policy experience the UK has to offer to accelerate progress towards these goals.
- 3. Informing and developing responses to the changing nature of systems and society, such as:
 - Risks and opportunities associated with the changing nature of food systems and impact on global and local food security; the impact on human and animal health from changes in health and agricultural practices and systems (for example, antimicrobial resistance; avian flu; foodborne diseases, etc.), natural resource management and eco-systems services.
 - Changes in the nature of the built environment and infrastructure services changes in demand for those services because of crises, and changes in projections of future demand.
 - Climate change impact, exposure, vulnerability, sensitivity, and adaptive capacity.

Annex 5 - Reporting Requirements and KPI's

Framework reporting

- A fundamental objective of this Framework is to deepen FCDO's understanding of the
 market for technical International Development expertise. This is to be achieved
 through the regular return of data from suppliers on topics such as performance, prices
 and sub-contractor engagement. Framework suppliers should be prepared to respond
 positively to FCDO requests for data and to proactively propose improvements to
 reporting arrangements.
- The Framework Supplier should be able to provide reports, which can be flexibly constructed to cater for FCDO requirements.
- Framework specific management reporting will be undertaken using the spreadsheet as detailed in Appendix A.
- The reporting will require to be completed and sent by email to FCDO's Framework Management Team **commercialframeworksteam@FCDO.gov.uk** on a **quarterly basis** by the 1st day of June, September, December and March.
- Relevant programme specific reporting requirements will be detailed within the individual call down terms of reference, as provided by the FCDO requester.

Social Value

- The Social Value objective for this Framework is to create a diverse supply chain to deliver the contracts including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.
- The Framework Supplier should be able to report the following information:

Categories	Information required for each category
Start-upsSMEsVCSEs	The number of category contracts awarded under the Framework.
VCSESMutuals	The value of category contracts awarded under the Framework in £.
	Total category spend as a percentage of the overall Lot spend.

- The Framework Supplier's Social Value response (to tender question SV1) will be incorporated into the framework agreement.
- A Social Value KPI may be added to the Framework KPIs following framework tender award, based on any plans and metrics that the Framework Supplier commits to as part of their response to tender question SV1.

Framework KPIs

- See Table 1 below for the Framework level KPIs.
- All Framework KPIs will be measured quarterly, starting from day one of contract execution. KPIs results will be reviewed by FCDO and be added as a formal agenda discussion point at 6-monthly (twice a year) scheduled reviews.
- KPIs are subject to review and change as agreed by both parties.

Remedy Action

- The Supplier will be required to provide to FCDO a written improvement plan within a two-week period in the event of:
 - Failure to achieve 'Good' or 'Approaching target' status for any one KPI in two consecutive quarterly review periods

Or

- Failure to achieve 'Good' or 'Approaching target' status for two or more KPIs in a 12-month review period.
- Failure to achieve KPI 4 (i.e. if performance is measured as 'inadequate' status) will result in an Audit of the supplier's performance for the call-off contract(s) in question and an Emergency Meeting. The Supplier will be required to provide to FCDO a written improvement plan within a two-week period and then be available to attend a meeting (virtually or in person, to be determined by the client). If no improvement plan is produced within this time frame, or if the plan is assessed by the client to be insufficient to resolve the performance issue(s), then FCDO reserves the right to remove the Supplier from the framework. If any of the deliverables within the improvement plan are not delivered within the time frames agreed with FCDO and recorded in the improvement plan, then FCDO reserve the right to remove the Supplier from the framework.

Call-off contract KPIs

- Each individual call-off contract will have its own KPIs specific to the requirements of the contract. These KPIs will be managed at the call-off contract level by the Programme Teams.
- The format and number of these KPIs may vary but typically they will follow the same format as the Framework KPIs:
 - Three *key* performance indicators.
 - Possibly an additional Social Value KPI if a metric relevant to the call-off contract can be agreed.
 - Targets/thresholds for Good, Approaching Target, Requires Improvement, and Inadequate status.
 - Remedy Actions linked to the four statuses described above.
 - Possibly a supplementary set of performance indicators (PIs).

 The Frameworks Team aims to gather data about call-off contract KPI performance in order to better demonstrate and promote the quality of framework suppliers across FCDO, in order to encourage framework use. EACDS2 Lead Suppliers are therefore required to record the final KPI performance results for all call-off contracts once they are completed and submit this information as part of the quarterly returns.

Annual Review:

- The Lead Frameworks Suppliers will be expected to attend an annual review meeting (digital or face to face, to be agreed). An agenda will be provided by FCDO, one week in advance of scheduled dates.
- The Annual Review will focus on KPI performance and insights drawn from analysis of the quarterly reporting information, including review of annual work volumes and spend levels.
- It will be an opportunity to discuss any issues, trends, opportunities or risks impacting upon the operation of the framework.
- It is an opportunity for client and suppliers to agree improvements to the design and operation of the framework. The Annual Review will likely result in an Action Plan with actions for both client and suppliers.
- The Annual Review will involve an assessment of satisfaction, from both the client and each supplier

Table 1: Framework Key Performance Indicators

Measurement is cumulative across the duration of the framework agreement. Extension may lead to a reset of KPI measurement.

	KPI description	Measurement	Evidence	'Good' target	'Approac hing' target	'Requires improvem ent' target	'Inadequate' target
KPI 1	Timeliness of Communication	Timeliness, appropriateness, and quality of all FCDO communications including responsiveness to enquiries/request and escalations.	Incidences of formal escalation from FCDO staff to the Framework Team to report failure to achieve reasonable quality of communication or timeliness per the following SLA: FCDO queries should be acknowledged as receipted within one working day. FCDO queries should be resolved within 10 working days of receipt.	0	1	2	3
KPI 2	Timeliness of Service Provision	Timeliness of proposals in response to FCDO requests.	% of call downs that have proposals returned to FCDO requester within	>95%	>85%	>75%	<75%

			10 working days from request.				
KP 3	Call-off KPI performance	Performance against call- off contract level KPIs	% of completed call-off contracts that featured any call-off contract level KPI measured at 'inadequate' or otherwise lowest possible status	0%	0%	0%	>0%

Annex 5 Appendix A

REPORTING TEMPLE

