

Invitation to Tender Volume 3 – Terms of Reference

Global Evaluation and Monitoring Framework Agreement 2 (GEMFA 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 UN Sustainable Development Goals (SDGs), the UK’s International Development Strategy, and helping to deliver HMG’s wider national security objectives.
- 1.2 The White Paper International development in a contested world: ending extreme poverty and tackling climate change, a white paper on international development - GOV.UK (www.gov.uk) sets out the UK’s plan to accelerate progress to eliminate extreme poverty, and address climate change and biodiversity loss. The White Paper sets out a re-energised international development agenda, for the UK, working with our partners, based on mobilising international finance, strengthening and reforming the international system, harnessing innovation and new technologies, ensuring opportunities for all, championing action to address state fragility, building resilience and enabling adaptation for those affected by conflict, and standing up for our values.
- 1.3 The FCDO’s International Development Strategy UK government's strategy for international development - GOV.UK (www.gov.uk) 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 these principles are increasingly 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 COVID 19 pandemic, which pushed millions into poverty. Progress towards a safer and more prosperous world requires the deployment of diplomatic influence, trade policy, defence, intelligence, business partnerships and development expertise – to build strong country-level partnerships and effective global alliances.
- 1.4 The UK brings powerful economic and political tools to development partnerships: aid, diplomacy, trade, investment, expertise and influence. FCDO will use those to meet the evolving needs of its partners, and support achievement of the Sustainable Development Goals (SDGs), in line with the Integrated Review The Integrated Review 2021 - GOV.UK (www.gov.uk). FCDO will pursue a compelling offer from the UK to developing country partners – deepening cooperation with businesses, sovereign wealth funds, private investors, international organisations and civil society to achieve better outcomes for people in low- and middle-income countries as well as British citizens. FCDO will work with friends and family in the Commonwealth, and with key strategic partners around the world, to ensure that free societies can thrive.

2. Background

- 2.1 This a Framework Agreement to replace and build upon the current Global Evaluation and Monitoring Framework Agreement (GEMFA).
- 2.2 Monitoring and evaluation are needed by the FCDO for the purpose of accountability, to demonstrate the effectiveness and impact of programme spend to taxpayers, partners and other stakeholders. As an Official Development Assistance (ODA) department the FCDO has scrutiny and accountability obligations as an Official Development Assistance (ODA) spending department, including regular review by the Independent Commission for Aid Impact (ICAI) and adherence to the 2015 International Development Act.

- 2.3 However, the purpose of monitoring and evaluation also goes beyond accountability to ensure learning from investments – identifying what works, course correction on interventions and informing future policy and investment decisions. Evaluation and monitoring enable the FCDO to learn about what works to tackle poverty and promote growth at country and international level.
- 2.4 The FCDO is strongly committed to providing Value for Money through the development of a robust evidence base on development effectiveness and impact; understanding what development interventions work, for whom and in what circumstances, as well as which do not and why; learning and improving from its own experience and that of others. Further, the FCDO remains committed to driving the quality and maximising the utility and learning from its evaluation and monitoring portfolio.
- 2.5 The FCDO recognises that whilst evaluation is an important tool for learning and accountability, it is not always the most effective or efficient way to generate evidence and ensure evidence is used. Evaluation is not mandatory in the FCDO, but it is a requirement of all programmes and decisions to be based on evidence. Spending units must therefore think critically about when to conduct evaluation based on the strategic value, evidence gaps and resources available, and when to use other tools for generating evidence, such as monitoring assignments.
- 2.6 To support evaluation activity, FCDO published its first Evaluation Strategy in 2022¹ which sets out the ambition for evaluation at the FCDO up to 2025. Its overarching goal is to advance and strengthen the practice, quality, and use of evaluation so that FCDO’s strategy, policy and programming are more coherent, relevant, efficient, effective and have greater impact.
- 2.7 The FCDO also published an evaluation policy in 2022². The policy sets out the guiding principles that all evaluations conducted by FCDO and its partnership strive toward, and the minimum standards that support these principles. Evaluations and/or monitoring must align to these principles and standards, as any international and cross-government standards on quality and rigour.
- 2.8 Monitoring and evaluation operates at three levels. At the programme level, MEL works to maximise the efficiency, impact and value for money of the programme, informing future programme designs and generating evidence on what works and what doesn’t. At the portfolio level, MEL supports informed decisions about resources and strategic direction, improving the results, coherence and value for money of a group of related programmes. The third level of strategic MEL enables cross-portfolio evidence generation to demonstrate impacts and make decisions about high-level strategy and policy.

3. Requirement

- 3.1 The FCDO evaluation system continues to commission a significant number of evaluations and/or monitoring assignments. As a result, the FCDO will need to have

¹ [FCDO evaluation strategy - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

² [FCDO evaluation policy - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

access to a range of Lead Framework Suppliers who are able to provide high quality and internationally recognised evaluation and/or monitoring knowledge and skills to design and/or undertake evaluation and/ or monitoring assignments across the organisation’s policy areas and programmes in a range of geographical locations. This includes expertise in specialist areas such as measuring influence; portfolio monitoring, evaluation and learning (PMEL); emergency monitoring, evaluation and learning (EMEL); Independent Commission for Aid Impact (ICAI) reviews, evaluation, monitoring and learning within adaptive programmes; and third-party monitoring.

4. Objectives

4.1 The key objectives of the Framework Agreement are:

- a) To secure a pool of high quality Lead Framework Suppliers pre-qualified to deliver Monitoring, Evaluation and Learning services,
- b) To achieve improved value for money through further competition,
- c) The development and improved management of the Lead Framework Supplier base,
- d) Access to niche/specialist skills and geographically specific expertise,
- e) Shortened timescales for Call Down process due to pre-qualification of Lead Framework Suppliers,
- f) Improved Management Information for managing the Framework and Lead Framework Supplier base e.g., tracking bidding patterns and recurring issues to improve competition.

4.2 This Framework Agreement will enable FCDO (and other Government Departments listed in paragraphs 5.1 – 5.3) below to access Monitoring, Evaluation and Learning capacity in a cost efficient and effective manner across multiple thematic areas. It will enable FCDO/other Government Departments to commission multi-disciplinary teams of quality professionals to design, manage and deliver Monitoring, Evaluation and Learning services with greater agility and innovation whilst maintaining fair competition.

5. Recipients and Commissioners

5.1 The recipients of the services will be determined in each Call Down Contract. The services will be accessible by FCDO and other UK Government Departments that deliver programmes funded by UK Official Development Assistance (ODA). All contracts commissioned by other UK government departments (that are not FCDO) will be funded by ODA. Most programmes commissioned by FCDO will be development programmes funded by ODA, but FCDO also requires Lead Framework Suppliers to be able to deliver non-ODA funded programmes which involve Development-adjacent disciplines, such as diplomacy, defence, trade, investment, technology and science, as per the multi-faceted approach described in HMG’s International Development Strategy (May 2022).

5.2 The other UK Government Departments (referred to in this document as OGDs) are:

- Home Office
- Department of Health & Social Care
- Department for Business and Trade
- Department for Environment Food and Rural Affairs
- Department for Culture Media and Sport
- Department for Energy Security and Net Zero

- Department for Levelling Up, Housing and Communities
- Department for Science, Innovation and Technology
- Office for National Statistics
- Ministry of Defence
- Ministry of Justice
- 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 other Government Departments (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. Timeframe and Throughput

- 6.1 The Framework Agreement will commence in September 2025 for the period of 3 years with a 1 year extension option subject to ongoing need.
- 6.2 The maximum throughput of the Framework Agreement will be £500m (covering all eight lots).

7. Lot structure, Bidding Eligibility and Sub-Contracting Rules

- 7.1 The Framework Agreement will be awarded in 8 Lots which will consist of:
 - Lot 1: Global High Value Contracts (above £750k in value)
 - Lot 2: Regional Lot – West Africa (all contract values)
 - Lot 3: Regional Lot – Central & Southern Africa (all contract values)
 - Lot 4: Regional Lot – East Africa (all contract values)
 - Lot 5: Regional Lot – MENA & AFPAK* (all contract values)
 - Lot 6: Regional Lot – Indo-Pacific (all contract values)
 - Lot 7 Regional Lot – Western Balkans, Eastern Europe and Central Asia (all contract values)
 - Lot 8: Global Low Value Contracts (below £750k in value)

* Middle East and North Africa + Afghanistan and Pakistan

See map at Annex 1 for the countries that feature in each Region.

- 7.2 Lead Framework Suppliers may only bid for one Lot as a Lead Framework Supplier.
 - The Global High Value Contracts Lot (Lot 1) will award a place to a maximum of 15 Lead Framework Suppliers.
 - The Regional Lots (Lots 2-7) will award a place to a maximum of 5 Lead Framework Suppliers each.
 - The Global Low Value Contracts Lot (Lot 8) will award a place to a maximum of 15 Lead Framework Suppliers.

Regional Lots

- 7.3 Regional Lots are intended for Lead Framework Suppliers who do not have capability to deliver MEL contracts in every region of the world, but do have the capability to deliver MEL contracts within a single region.
- 7.4 Lead Framework Suppliers in the Regional Lots will be offered the opportunity to bid in mini-competitions for contracts exclusively focused in their specific region. They will not participate in mini-competitions for contracts that span more than one region. They will compete alongside Lead Framework Suppliers from either one of the Global Lots (Lot 1 or Lot 8) depending on the size of the contract. All mini-competitions for contracts exclusively focused in one region will involve Lead Framework Suppliers from one Regional Lot and one Global Lot. See table below for some illustrative examples:

Example contract	Lots that will be invited to the mini-competition
£1m contract exclusively focused in Central & Southern Africa	Global Lot 1 + Regional Lot 3
£500k contract exclusively focused in West Africa	Global Lot 8 + Regional Lot 2
£1m contract focused in AFPAK and Indo-Pacific	Global Lot 1
£500k contract focused in countries spread across all regions of Africa	Global Lot 8

- 7.5 Lead Framework Suppliers in the Regional Lots will only be eligible for contracts above £750k and compete against Lead Framework Suppliers in Global Lot 1, if they demonstrate sufficient Financial Standing and insurance coverage at SQ stage of the original Framework tender. If Regional Lot Lead Framework Suppliers cannot demonstrate the level of Financial Standing and insurance coverage required to deliver >£750k contracts, they may still have a place in the Regional Lots (and be eligible for <£750k contracts) if they can demonstrate the level of Financial Standing and insurance coverage required to deliver <£750k contracts. See “Restricted Procedure Selection Questionnaire (SQ) Supplier Information and Instructions” for Financial Standing and insurance coverage requirements at SQ stage.
- 7.6 In summary, the Framework Agreement will be set up based on the following Lots:

Lots	Thematic Areas covered	Eligibility for standard contracts
1	Global High Value Contracts	All contracts >£750,000
2	Regional Lot – West Africa	All contracts in their region... ...subject to Financial Standing and insurance coverage requirements (see ITT Volume 2 Scoring Methodology and Evaluation Criteria).
3	Regional Lot – Central & Southern Africa	
4	Regional Lot – East Africa	
5	Regional Lot – MENA & AFPAK	
6	Regional Lot – Indo-Pacific	
7	Regional Lot – Western Balkans, Eastern Europe and Central Asia	
8	Global Low Value Contracts	All contracts <£750,000

- 7.7 The £750,000 threshold includes any funds being managed/dispensed, applicable taxes and UK VAT. A contract may be called down from the Global Low Value Contracts Lot if the original contract term value (including funds, taxes and VAT) is less than

£750,000, and the value of the extension periods (including funds, taxes and VAT) represents no more than 50% of the original contract term value (including funds, taxes and VAT). This is regardless of whether the total contract value (original term plus extension period, both including funds, taxes and VAT) exceeds £750,000 or not. If the value of the extension periods (including funds, taxes and VAT) represents more than 50% of the original contract term value (including funds, taxes and VAT), and this total contract value (original term plus extension period) exceeds £750,000, then the contract may not be called down from the Global Low Value Contracts Lot. The table below illustrates these rules with examples:

Value of original contract term	Value of extension periods	Extension value as % of original contract term value	Permitted to use the Global Low Value Contracts Lot?
£600k	No extensions	NA	Yes
£800k	No extensions	NA	No
£600k	£300k	50%	Yes
£600k	£400k	67%	No
£500k	£300k	60%	No
£550k	£250k	45%	Yes

Bidding Eligibility and Sub-contractor rules

- 7.8 Sub-contracting is non-exclusive: a sub-contractor may sub-contract for multiple GEMFA 2 Lead Framework Suppliers.
- 7.9 Lead Framework Suppliers may sub-contract for Lead Framework Suppliers on any or all of the other Lots (e.g. a Lead Framework Supplier on Lot 1 may sub-contract for another Lead Framework Supplier from Lots 2-8 and a Lead Framework Supplier on Lot 3 may sub-contract for any Lead Framework Supplier in Lots 1, 2, 4, 5, 6, 7, and 8).
- 7.10 Lead Framework Suppliers in the Regional Lots may be sub-contractors for either, or both, of the Global Lots. When a Lead Framework Supplier for a Regional Lot has the opportunity to participate in a GEMFA 2 mini-competition they need to decide whether they are going to make a bid as a Lead Framework Supplier or participate as a sub-contractor on another bid. Lead Framework Suppliers in the Regional Lots cannot submit their own bid and be part of another bid for the same mini-competition. If a Lead Framework Supplier breaches this rule their bid for the mini-competition as a lead Framework Supplier will be rejected.
- 7.11 Lead Framework Suppliers in the Global Lots may be sub-contractors for any of the Regional Lots. When a Lead Framework Supplier for a Global Lot has the opportunity to participate in a GEMFA 2 Call Down mini-competition they need to decide whether they are going to make a bid as a Lead Framework Supplier or participate as a sub-contractor on another bid. Lead Framework Suppliers in the Global Lots cannot submit their own bid and be part of another bid for the same mini-competition. If a Lead Framework Supplier breaches this rule their bid for the mini-competition as a lead Framework Supplier will be rejected.
- 7.12 In the original Framework tender, a Lead Framework Supplier may not bid to be a Lead Framework Supplier and a sub-contractor in the same Lot. FCDO’s objective is to secure the maximum number of distinct, independent Lead Framework Suppliers in

each Lot. If a Lead Framework Supplier breaches this rule their bid for the original Framework tender as a lead Framework Supplier will be rejected.

7.13 Annex 6 illustrates the rules governing which Lots Lead Framework Suppliers may apply for, depending on whether they are participating as Lead Framework Suppliers or sub-contractors.

Special contracts

7.14 Qualification to deliver certain ‘special’ types of contracts will be assessed alongside the ITT technical evaluation – see paragraphs 9.11 to 9.15 – and only Lead Framework Suppliers that pass the assessment will be eligible to deliver these ‘special’ types of contracts. The three types of Special Contracts are Portfolio MEL (PMEL) contracts (defined in paragraph 8.25), Emergency MEL (EMEL) contracts (defined in paragraph 8.26) and Independent Commission of Aid Impact (ICAI) contracts (defined in paragraph 8.27 -8.31).

8. Scope of Work

8.1 Both Global and Regional Lots will cover all evaluation assignments as well as assignments that include both monitoring and evaluation, including the procurement of MEL units which act as a learning partner throughout the lifespan of the programme. All lots will cover all types of evaluations, including impact evaluations, process evaluations and value for money evaluation. They will also cover any additional learning assignments such as synthesis work, reviews, evaluability assessments or results verification exercises.

8.2 This Framework has time, geographic, thematic and intervention dimensions to its work.

- The Framework is anticipated to be operational from September 2025 – August 2028, with an extension option of 12 months, so that the maximum possible extension is to August 2029.
- For the Global lots the Framework Agreement has global coverage (including the UK), and evaluations / monitoring will be undertaken in a wide range of different geographic locations and contexts, although the majority is likely to be ODA-eligible countries including fragile and conflict affected states (FCAS).
- For Regional lots the Framework Agreement has regional coverage commensurate with the specific lot. Evaluations / monitoring will be undertaken across the full range of geographic locations and contexts within the region, although the majority is likely to be in ODA-eligible locations, including fragile and conflict affected states (FCAS).
- The Framework Agreement will cover requirements for monitoring and/or evaluation across a range of themes. This includes the seven core themes set out for UK’s ODA spend covering³:
 - **Climate change and biodiversity:** a greener and cleaner path to growth in developing countries
 - **COVID and global health security:** combat COVID-19 and support healthier and more resilient populations in developing countries
 - **Girls’ education:** a global commitment to get 40 million girls into education and 20 million more girls reading by the age of 10

³ <https://www.gov.uk/government/news/changes-to-the-uks-aid-budget-in-the-spending-review>

- **Science, research, technology:** deliver cutting edge technology and research-led solutions in health, education, resilience, low carbon technologies, agriculture and economic development, conflict, and poverty
- **Open societies and conflict resolution:** strengthen democratic institutions, human rights, free media, and effective governance
- **Humanitarian preparedness and response:** Lead stronger collective international response to crises and famine
- **Trade and economic development:** build trading and investment partners of the future

8.3 The Framework Agreement will be used in response to evaluation and/ or monitoring requests from across FCDO’s portfolio on project, programmes or policy⁴ as well as from other government departments.

Scope of Work – Monitoring Requirements

8.4 The FCDO uses OECD DAC definition of monitoring as “A continuing function that uses systematic collection of data on specified indicators to provide management and the main stakeholders of an ongoing development intervention with indications of the extent of progress and achievement of objectives and progress in the use of allocated funds.”

8.5 Monitoring is used to track progress of a programme’s delivery and enable detailed oversight of projects, providing verification of the quantity, quality and progress toward project results. Independent monitoring may include assessing the accuracy and quality of implementing partners’ monitoring systems, observing programme implementation, expert visits to programme sites, obtaining beneficiary feedback or verification of results achieved to enable the FCDO to release payments under payment by results programmes. Monitoring can also support learning through identifying ways to improve the programme’s delivery and inform the design of new programmes.

8.6 Monitoring data is often administrative and quantitative, and typically covers all aspects of a programme’s operation, for example, information about the programme beneficiaries, data on programme inputs, processes, outcomes and outcomes.

8.7 There are different types of monitoring.⁵ Results monitoring tests if the programme is on track against intended milestones and targets and whether it is creating unintended consequences. Monitoring of inputs and activities is used to understand how interventions are implemented. Monitoring of situation or context examines the programme’s operating environment including risks, assumptions and political/institutional factors that may influence the programme’s progress. Compliance monitoring may cover tracking financial information or assessing compliance with local and national laws and other standards.

8.8 There is an increasing emphasis and demand for monitoring using real-time data. This refers to high frequency data that is presented as it is acquired, or with a short time delay, fast enough to be used in decision-making. High frequency data can be used as

⁴ Spending Departments likely to access the GEMFA include, but are not restricted to the FCDO’s bilateral, multilateral, private sector, civil society, policy and research departments.

⁵ Magenta Book: Central Government Guidance on Evaluation (March 2020). https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879437/Magenta_Book_supplementary_guide_Handling_Complexity_in_policy_evaluation.pdf

a tool in monitoring and learning systems, enabling an up-to-date and/or large-scale picture of what is happening.

- 8.9 Third-Party Monitoring (TPM) or independent monitoring describes the practice of contracting third parties to collect and verify monitoring data, as opposed to the implementing partner or donor collecting and verifying the data. It is often used in insecure contexts to monitor the activities of partner organizations in places where FCDO staff face access restrictions.
- 8.10 This Framework will cover the full range of monitoring types and approaches. Framework Lead Framework Suppliers will be required to demonstrate experience in undertaking a variety of monitoring assignments, including third party monitoring in a range of settings, and the use of real-time data in monitoring. Lead Framework Suppliers will need to demonstrate expertise in monitoring across all elements of a programme’s operation, drawing on multiple data sources, and ensuring that this supports both accountability and learning aims.

Scope of Work – Evaluation Requirements

- 8.11 Both Global and Regional Lots will cover all evaluation assignments, as well as assignments that include both monitoring and evaluation, including the procurement of MEL units which act as a learning partner throughout the lifespan of the programme.
- 8.12 As set out in the FCDO Evaluation Strategy, the FCDO is committed to ensuring evaluation contributes to improving the impact and value for money of the FCDO’s development spending and supports the effective delivery of the FCDO’s Strategic Objectives. To do this, the FCDO needs to produce high quality, independent, relevant evaluations that enable development interventions to be responsive to the poorest people and contribute to their wellbeing. Evaluation seeks to generate evidence and knowledge that is policy and programme relevant and informs effective decision making.
- 8.13 There are typically two main purposes for carrying out an evaluation: learning and accountability. Learning focuses on identifying what works for course correction or adaptations within a programme, informing future policy and investment decisions, and filling evidence gaps across the sector. Accountability refers to providing evidence of the effectiveness and impact of UK aid to the UK taxpayer and partners, stakeholders and governments in the countries where ODA is delivered.
- 8.14 The FCDO is a member of the OECD Development Assistance Committee (DAC) Network on Development and uses the OECD definition of evaluation: “The systematic and objective assessment of an on-going or completed project, programme or policy, its design, implementation and results. The aim is to determine the relevance and fulfilment of objectives, development efficiency, effectiveness, impact and sustainability. An evaluation should provide information that is credible and useful, enabling the incorporation of lessons learned into the decision–making process of both recipients and donors. Evaluation also refers to the process of determining the worth or significance of an activity, policy or program. An assessment, as systematic and objective as possible, of a planned, on-going, or completed development intervention.”
- 8.15 The FCDO aligns to the OECD DAC criteria, principles and quality standards for evaluating development assistance. Evaluation questions should include these criteria, as far as they are relevant to the evidence gaps and intended use. The OECD criteria are as follows:

- **Relevance:** is the intervention doing the right things?
- **Coherence:** how well does the intervention fit?
- **Effectiveness:** is the intervention achieving its objectives?
- **Efficiency:** how well are resources being used?
- **Impact:** what difference does the intervention make?
- **Sustainability:** will the benefits last?

8.16 The [FCDO evaluation policy](#) sets out the principles and quality standards expected when an evaluation is conducted by, commissioned or supported by FCDO. The principles are as follows:

- **Useful:** does the evaluation fill identified evidence gaps, provide clear opportunities to influence change, consider use of evaluation findings throughout the evaluation cycle, engage internal and external stakeholders and work with evaluation respondents, ensuring participation in processes as appropriate with strong mechanism for feedback?
- **Credible:** is there an appropriate level of objectivity, does it seek to represent the diversity of people that FCOD’s work is designed to benefit and involve them where possible, are processes and products transparent to the extent possible, and teams accountable for the findings?
- **Robust:** does the evaluation apply an approach that is feasible and appropriate, aligns with best practice, take into account contextual factors, and have suitable management and governance structures in place?
- **Proportionate:** is the level of investment in evaluation aligned to the level of scrutiny required, does the approach meet the learning need, and does it demonstrate value for money?
- **Safe and ethical:** does the evaluation consider the balance of benefits and risks, align to FCDO safeguarding rules, respect the dignity of people affected by the subject, adhere to GDPR rules or equivalent, and contribute to strengthening availability of disaggregated data and evidence?

8.17 The principles set out in the FCDO Evaluation Policy are supported by minimum standards which must be adhered to. These are as follows:

8.18 **Publication:** Evaluation reports, management responses and data (in alignment with open data standards) should be published wherever possible.

8.19 **Independent quality assurance:** Terms of Reference, Inception Reports and Final Reports should be independently assured recognising the cases for application and exceptions, all evaluations commissioned through GEMFA2 will be expected to adhere to these standards.

8.20 **The Magenta Book:** Central Government Guidance on Evaluation (March 2020)⁶ sets out three main **types of evaluations** but highlights that a comprehensive evaluation will typically consist of all three:

8.20.1 **Process Evaluation:** analysis of the implementation of the intervention to understand whether the design is working well and why. Process evaluations

⁶Magenta Book: Central Government Guidance on Evaluation (March 2020). https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879437/Magenta_Book_supplementary_guide_Handling_Complexity_in_policy_evaluation.pdf

typically use both quantitative and qualitative data, covering perceptions or subjective issues as well as objective or factual details.

8.20.2 **Impact evaluation:** assessment of what changes have occurred due to the programme, the scale of the changes and the extent to which changes can be causally attributed to the programme. Impact evaluations are typically conducted through theory-based, experimental or quasi-experimental approaches.

8.20.3 **Value for money evaluation:** a comparison of the costs and benefits of the programme to better understand whether the programme is a good use of resources.

8.21 There are a variety of evaluation methods.⁷ Research methods commonly used across process and impact evaluations consist of both quantitative and qualitative approaches, including interviews and focus groups, case studies, surveys, output monitoring and observational studies. Theory-based impact evaluation approaches include realist evaluation, contribution analysis, process tracing, Bayesian updating, contribution tracing, qualitative comparative analysis, outcome harvesting and most significant change approaches. Experimental and quasi-experimental evaluation methods include randomised control trials, interrupted time series analysis and difference-in-difference, regression discontinuity design, propensity score matching, synthetic control methods, instrumental variable or natural experiments and timing of events. Common value for money evaluation methods includes social cost effectiveness analysis and social cost-benefit analysis.

8.22 Quantitative impact evaluations typically require specialised experience and strong econometric skills. The expertise needed includes forming an appropriate counterfactual group, conducting power calculations and valid sampling, assessing internal and external validity, and managing spill over effects and attrition. Statistical approaches to impact evaluations may require skills in statistical modelling, longitudinal data techniques and other econometric approaches.

8.23 Evaluations use a variety of data sources, including secondary survey and administrative data, monitoring data, big data (including social media data) and primary data collected for the evaluation through quantitative or qualitative methods.

8.24 Lead Framework Suppliers will be required to demonstrate experience and skills across the range of evaluation approaches and methods, including quantitative, qualitative, theory-based, experimental and cost-benefit approaches, and exhibit experience in drawing upon a variety of data sources.

Additionally, these lots could also cover other approaches:

- Synthesis methods, to combine findings from a range of studies, such as meta-analysis; systematic reviews or realist synthesis.
- Reviews, which assess of the performance of an intervention in a more operational manner and tend to be less comprehensive and/or in-depth than evaluations.
- Data and results verifications, which could cover an assessment and assurance of the methods and sources used to obtain results.

Scope of Work – Special Contracts

⁷See Magenta book annex

- 8.25 Portfolio evaluation, monitoring and learning (PMEL) do not assess individual programmes but collate and analyse data and learning across several related programmes. Framework Lead Framework Suppliers who wish to be considered for PMEL assignments will be required to demonstrate their experience and skills in delivering such assignments, including knowledge of appropriate approaches and methods for data collection, management, aggregation and quality assurance.
- 8.26 It is expected that monitoring, evaluation and learning assignments will be required in such in crisis and emergency contexts (EMEL). Framework Lead Framework Suppliers who wish to be considered for EMEL assignments will be required to demonstrate their experience and skills in undertaking EMEL, including an understanding of context appropriate methods, an ability to manage assignments in emergency contexts (including third party monitoring) and robust approaches to ethics and duty of care.
- 8.27 The Independent Commission for Aid Impact (ICAI) is an advisory non-Departmental Public Body (NDPB) of the Foreign Commonwealth and Development Office (FCDO). ICAI was established in May 2011 to scrutinise all UK Official Development Assistance (ODA). ICAI is sponsored by FCDO but delivers its programme of work independently and reports to Parliament's International Development Committee (IDC). ICAI's objective is to scrutinize UK ODA spend by undertaking independent reports on aid programmes and of issues affecting the delivery of UK aid.
- 8.28 ICAI requires a Lead Framework Supplier to produce relevant, high quality, independent, rigorous, evidence-based reports on the UK government's ODA spending and activities, as directed by ICAI.
- 8.29 The Lead Framework Suppliers will be expected to:
- design and deliver reports that research, analyse and evaluate the effectiveness of UK ODA programmes.
 - use a range of research methodologies to evaluate the effectiveness of the ODA programmes under review.
 - work across UK government, and in particular with FCDO, and be able to undertake field visits when required to gather and verify evidence for the review.
 - Have a document design and production capability to ensure that all reports meet ICAI style guide, branding and design standards and are written in a way to be accessible and understandable by the general reader.
- 8.30 Maintaining ICAI's independence is vital. ICAI has an existing conflict of interest policy <https://icai.independent.gov.uk/corporate-documents/conflict-of-interest-policy/> Lead Framework Suppliers must;
- identify any potential conflicts of interest that could undermine ICAI's independence.
 - set out how they propose to manage any conflicts of interests that may arise from the rest of their commercial portfolio.
 - manage, maintain and apply ethical walls for handling all government data, which will be tested on an annual basis.
 - provide support to FCDO and ICAI as required for the annual auditing of the COI policy and ethical walls.
 - continue to apply the COI policy and ethical walls for 12 months duration beyond the end date of the Contract.
- 8.31 COI policy and any ethical walls required will apply to the Lead Framework Supplier and all of their sub-contractors. Framework Lead Framework Suppliers will be required to

demonstrate expertise across the range of evaluation and monitoring approaches, as well as experience in conducting other types of learning assignments such as those highlighted above.

8.32 FCDO has a principal contract with Agulhas for this requirement. The inclusion in GEMFA 2 TOR is solely for the purpose of when the principal contract cannot be used. We anticipate usage of GEMFA 2 to be minimal and by exception only.

9. Call Down Contracts

Framework and Call Down Contract Duration

9.1 This Framework Agreement will be awarded for 3 years with a possible 12-month extension as determined by FCDO. The average Call Down Contract awarded via mini-competition under the predecessor GEMFA Framework was 3.7 years long. The average Call Down Contract awarded under Direct Award (all <£600k) was 2 years. Long contracts are possible, and the longest Call Down Contract awarded under GEMFA was 6.3 years. The trend may be towards longer Call Down Contracts as the average contract length under the GEFA Framework (2013-2021) was 2.9 years. Call Down Contracts that run more than 2 years beyond the end date of the Framework Agreement will require review and break points (points at which the Call Down Contracts could end).

Fee Rate Price Ceilings

9.2 Lead Framework Suppliers are required to accept the Fee Rate price ceilings set by FCDO for the Framework Agreement. The Fee Rate price ceiling sets a maximum cap on the Fee Rate prices that may be proposed for individual Call Down Contracts. Lead Framework Suppliers cannot exceed these Fee Rate prices regardless of the method of Call Down, except in the circumstances described in paragraphs 9.16 - 9.19. Lead Framework Supplier Fee Rate price ceilings may be uplifted after certain dates, as described in paragraphs 9.3 to 9.6. The commercial pro-forma used in Call Down Contracts and the accompanying Cost Eligibility Guidance is subject to change from time to time. Lead Framework Suppliers must ensure they are using the most up-to-date versions issued in the ITT pack of each Call Down Contract opportunity.

Commercial Review

9.3 Lead Framework Supplier Fee Rate price ceilings, set by FCDO for the Framework Agreement, will apply for the full duration of the Framework and the full duration of the Call Down Contracts awarded under it.

9.4 There will be a review of the Fee Rate price ceilings (Commercial Review) at the end of year 2 and, if the Framework is extended, at the end of year 3. The Commercial Review will consider if there have been any material changes that could not reasonably have been anticipated when the Framework was tendered, and whether these necessitate an amendment to the Framework Agreement to adjust the Fee Rate price ceilings Lead Framework Supplier by a certain %, in order to maintain the viability of the Framework for the remainder of its duration.

9.5 As a minimum, the Commercial Review will consider the change in inflation recorded in the following index: SPPI INDEX OUTPUT DOMESTIC - M Professional, scientific and technical services 2015=100 - Office for National Statistics (ons.gov.uk)

9.6 The Commercial Review will not involve any renegotiation of prices with individual Lead Framework Suppliers. The outcome of the review will be applied to all Lead Framework Suppliers equally (e.g. a universal % increase to Lead Framework Supplier Fee Rate price ceilings).

Non-exclusive Framework

9.7 For the avoidance of doubt, Lead Framework Suppliers’ provision of the Services pursuant to this Framework Agreement or any Call Down Contract shall be on a non-exclusive basis. FCDO/OGDs reserve the right to contract with or employ directly any third-party contractors, consultants or employees to provide similar services at any time outside of the Framework Agreement.

Capability Matrix

9.8 Lead Framework Suppliers in all Lots will be required to complete a Capability Matrix for each Lot that they are bidding for, indicating which countries/regions they have the capability to work in, and which development themes they can deliver MEL programmes for. See Annex 4 for the template Capability Matrix. Lead Framework Suppliers will then be expected to deliver Call Down opportunities for those countries/regions/themes when offered Call Down Contracts through Direct Award (see Methods of call down paragraphs 9.22 to 9.39 below).

9.9 Capability Matrix Completion Guidance

- Lead Framework Suppliers should complete the capability matrix indicating which of the thematic capabilities they, and their sub-contractors that will be part of their approved Framework sub-contractor list, can deliver in each country. A consolidated response must be provided in the matrix provided.
- Lead Framework Suppliers Bidding for a ‘Global’ Lot can complete the information for any countries that they, and their sub-contractors that will be part of their approved Framework sub-contractor list, can deliver in across all 210 countries, independent states and UK Overseas Territories listed in the capability matrix.
- Lead Framework Suppliers Bidding for a ‘Global’ Lot must complete countries from more than one ‘Region’ identified in the capability matrix.
- Lead Framework Suppliers Bidding for a ‘Regional’ Lot should only complete countries within the Region they are bidding for. Lead Framework Suppliers are only eligible for opportunities within that Region. If countries out with that Region are completed this is for information purposes only and will not mean the supplier is eligible to Bid for opportunities, including Direct Awards, in a second Region.

9.10 For certain capabilities featuring in the Capability Matrix, Lead Framework Suppliers will only be offered contracts if they are assessed as being qualified. Lead Framework Suppliers must qualify to deliver ‘special contracts’, a category that covers Portfolio MEL (PMEL) contracts, Emergency MEL (EMEL) contracts and Independent Commission of Aid Impact (ICAI) contracts.

Qualifying for Special Contracts

9.11 The three types of Special Contracts are Portfolio MEL (PMEL) contracts (defined in paragraph 8.25), Emergency MEL (EMEL) contracts (defined in paragraph 8.26) and Independent Commission of Aid Impact (ICAI) contracts (defined in paragraphs 8.27 – 8.31).

- 9.12 Eligibility to participate in PMEL mini-competitions will be based on 3 factors (Lead Framework Suppliers must satisfy all 3 to be eligible):
 1. Geography (the rules laid down in paragraph 7.4)
 2. The value of the contract (the rules laid down in paragraphs 7.5 and 7.6)
 3. Qualification: as part of the original Framework tender, Lead Framework Suppliers can elect to answer a PMEL capability question that will be assessed at the same time as the original Framework award. This will be a pass/fail question. Only Lead Framework Suppliers who pass the PMEL question will be eligible to participate in PMEL mini-competitions.

- 9.13 EMEL contracts will always be awarded via Direct Award – see paragraphs 9.33 to 9.39 for details of the circumstances in which Direct Awards may be made.

- 9.14 EMEL Direct Awards will only be offered to Lead Framework Suppliers who have qualified as capable of delivering EMEL contracts. As part of the original Framework tender, Lead Framework Suppliers can elect to answer an EMEL capability question that will be assessed at the same time as the original Framework award. This will be a pass/fail question. Only Lead Framework Suppliers who pass the EMEL question will be eligible to be offered EMEL Direct Awards.

- 9.15 Eligibility to participate in ICAI mini-competitions will be based on 3 factors (Lead Framework Suppliers must satisfy all 3 to be eligible):
 1. Geography (the rules laid down in paragraph 7.4)
 2. The value of the contract (the rules laid down in paragraphs 7.5 and 7.6)
 3. Qualification: as part of the original Framework tender, Lead Framework Suppliers can elect to confirm acceptance of and the ability to adhere to and meet the enhanced ICAI Conflict of Interest capability question that will be assessed at the same time as the original Framework award. This will be a pass/fail question. Only Lead Framework Suppliers who pass the ICAI question will be eligible to participate in ICAI mini-competitions.

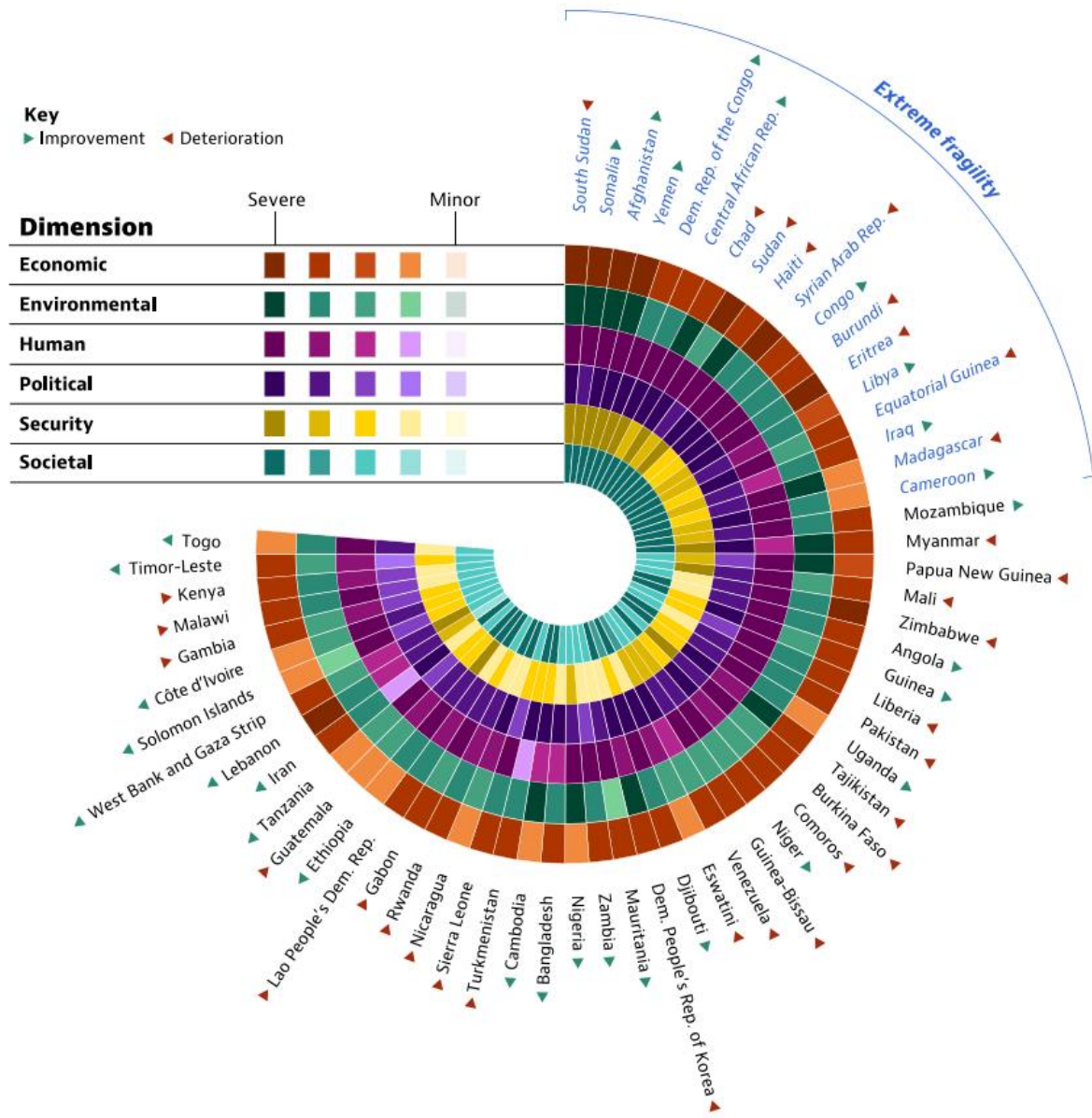
Extremely fragile countries

- 9.16 When a Call Down Contract requires on-the-ground programme delivery in an Extremely Fragile county (per definition in paragraph 9.17) Lead Framework Suppliers may offer prices that are up to 10% higher than the Fee Rate Price Ceiling set by FCDO for the Framework Agreement. If the Call Down Contract is happening after year 2 and the original Fee Rate price ceilings have been uplifted (per paragraphs 9.4 – 9.6), then the 10% is on top of the new uplifted Fee Rate price ceilings.

- 9.17 Extremely Fragile countries are those countries identified as “extremely fragile contexts” in the most recent edition of the OECD (Organisation for Economic Co-operation and Development) States of Fragility report. At the start of the Framework the following countries, identified in the OECD States of Fragility Report 2025, will be treated as Extremely Fragile countries:
 - South Sudan
 - Somalia
 - Afghanistan
 - Yemen
 - Democratic Republic of the Congo
 - Central African Republic

- Chad
- Sudan
- Haiti
- Syrian Arab Rep.
- Congo
- Burundi
- Eritrea
- Libya
- Equatorial Guinea
- Iraq
- Madagascar
- Cameroon

The illustration below is taken from the OECD States of Fragility report 2025:



9.18 The definition of Extremely Fragile countries in paragraph 9.17 will apply until the OECD publishes a subsequent edition of the States of Fragility report, expected to be

in 2027. When a new edition of the States of Fragility Report is published, FCDO will apply the Extremely Fragile country definition, and 10% Fee Rate price ceiling uplift, only to the countries identified as “extremely fragile contexts” in the new report (or otherwise the most fragile category defined in the new report). This change of definition will be applied to any Call Down Contract award that was advertised after the publication date of the new States of Fragility report. If a country identified in paragraph 9.17 is no longer identified as “extremely fragile contexts” in the new report (or otherwise the most fragile category defined in the new report) then the 10% uplift will no longer apply to new Call Down Contracts.

9.19 At the extension point (the end of year 3) FCDO will review the Extremely Fragile countries mechanism and may seek to make changes via contract amendment, to either the 10% uplift mechanism or the definition of Extremely Fragile countries.

Duration discounts

9.20 For individual Call Down Contracts, Lead Framework Suppliers will be required to submit discount percentages for individuals working:

- between 81-220 working days
- between 221-440 working days
- between 441-660 working days
- more than 660 working days

Duration Discounts will be applied incrementally. Individuals who work more days move through each of the 4 discount bands from 81 - 660+ days.

9.21 At Framework tender, Lead Framework Suppliers will be invited to offer a discount percentage (see ITT Volume 4: Fee Rate Price Ceilings and Commercial Duration Discounts Template) to be applied to all Call Down Contract Fee Rate Price Ceilings when individual staff exceed 80 working days, per the categories above. These discount percentages will also apply to supply chain partners and sub-contractors. There is no requirement to submit these ‘duration discounts’, but the level of discount offered will form part of the Framework Agreement for each Lead Framework Supplier. If Lead Framework Suppliers offer duration discounts at Framework tender stage, they must be applied in all circumstances when individual staff work longer than 80 working days on a Call Down Contract. Lead Framework Suppliers must apply their agreed duration discounts when they submit their prices, solutions, and plans/forecasts for individual Call Down Contracts, and they must apply them when billing for individual staff work who have worked longer than 80 working days on a Call Down Contract, regardless of whether this was originally foreseen or not.

Methods of Call Down

9.22 FCDO and OGDs will endeavour to provide periodic pipelines of potential opportunities to the market (but cannot guarantee that this will always be the practice). When pipelines are available, they will be published on FCDO’s procurement platform (Jaggaer) and be visible to the relevant Lot’s pool of Lead Framework Suppliers prior to the official launch of the procurement by FCDO/OGD. This will provide Lead Framework Suppliers with advance warning of upcoming requirements. The Jaggaer platform will publish all the procurement opportunities offered via the Framework. FCDO/OGDs will award Call Down Contracts via the following methods:

Method 1: Mini Competition

- 9.23 The default expectation is that Call Down Contracts will be awarded by mini-competition, unless the circumstances for Method 2 Direct Award apply.
- 9.24 When a Call Down Contract's scope spans multiple geographical regions (see Annex 1 for the definition of the various Regions), mini-competitions will only apply to a single 'Global' Lot (Lot 1 if the contract is above £750k, and Lot 8 if the contract is below £750k).
- 9.25 When a Call Down Contract's scope is focused within a single geographical Region, mini-competitions will apply to a 'Global' Lot (Lot 1 or Lot 8) **plus** the Regional Lot that matches the geographical scope of the Call Down Contract. If the Call Down Contract is above £750k in value, the Regional Lot's Lead Framework Suppliers must have demonstrated the necessary financial standing and insurance coverage as per section 7.5 in order to be eligible for the mini-competition.
- 9.26 For urgent or non-complex Call Down Contracts, it is envisaged that mini-competitions will have a timescale of approximately 12 weeks from issue of invitation to tender to award of Call Down Contract. There will be Call Down Contracts that take longer, and each mini-competition will advise of the indicative timeline specific to the requirement. FCDO/OGDs reserve the right to issue Call Down Contracts with a quicker timescale than 12 weeks. Internal FCDO best practice is to allow 6 weeks for Call Down Contract tender returns.
- 9.27 Evaluation criteria for mini-competitions will be tailored to the needs of the specific Call Down opportunity. Evaluation criteria will be more precisely formulated versions of the Framework Agreement Tender Evaluation criteria and will be based on the Scope of Work within the Framework Terms of Reference. Where appropriate to the specific requirement, other terms may be applied to the evaluation criteria for mini-competitions.
- 9.28 More specific price/quality ratios and the weightings can be included in mini-competitions. The quality: price ratio may range between 30:70 and 100:00 depending on the requirements of the individual Call Down opportunity. A ratio of 100:00 is intended to accommodate Price per Quality Point or similar Commercial Scoring Models as part of a mini-competition where the technical evaluation will make up 100% of the evaluation weighting. Call Down Contracts may feature one or more Social Value questions, the weighting for which will be carved out from the technical weighting.
- 9.29 Lead Framework Suppliers' discount percentages (tendered at the Framework stage) and the Fee Rate price ceilings set by FCDO for the Framework Agreement will always apply.
- 9.30 Any Lead Framework Supplier submitting any prices for a mini-competition that exceed the relevant Fee Rate price ceiling will be disqualified from the mini-competition.
- 9.31 Lead Framework Suppliers interested in bidding for the work will return a technical and commercial proposal which will be evaluated by using the Most Economically Advantageous Tender (MEAT) approach which will be described in the specific mini-competition Invitation to Tender Pack.
- 9.32 Call Down Contracts can use a range of methods for establishing MEAT, including the use of Price per Quality Point (or similar) or a ratio of quality: price as described in

para 9.28. The model for evaluating commercial value may use any reasonable method, including methods that evaluate inputs, outputs or outcomes. Call Down commercial models may use Milestone Payments and Payment By Results methodologies.

Method 2: Direct award (applicable to all Lots)

9.33 It is anticipated that some requirements will be called down via a Direct Award. There is an obligation on Lead Framework Suppliers to accept Direct Award opportunities when they are offered under the circumstances described below in paragraphs 9.34 to 9.39.

9.34 FCDO/OGDs may make a direct award of a Call Down Contract if all of the following conditions apply:

- Scope: The scope is clearly defined in a written Terms of Reference document.
- Conditions: the requirement can only be met by one Lead Framework Supplier OR there are conditions of urgency that do not allow time for mini-competition.
- The process for establishing that there is only one Lead Framework Supplier will be:
 - A review of Lead Framework Suppliers’ Capability Matrices confirms that there are 5 or fewer Lead Framework Suppliers in the relevant Lots (including the relevant Regional Lot) able to deliver the capability/geographic coverage requirements of the particular Call Down opportunity being commissioned.
 - The commissioner can evidence that the entire eligible Lot has been made aware of the Call Down Contract opportunity and has had the chance to confirm their capacity to bid and deliver. This might be through communication via the FCDO Procurement Portal or via a market engagement event and will be followed up in writing by FCDO.
 - Communication with the eligible Lot establishes that there is only 1 interested Lead Framework Supplier.
- Conditions of urgency are defined as the following external events and do not include any internal business reasons for Call Down Contracts being delayed:
 - Sudden onset crises, including those caused by disasters or economic shocks that have occurred/begun up to 12 months prior to the Direct Award decision. Disasters can be geophysical (e.g., earthquakes, tsunamis and volcanic eruptions), hydrological (e.g., floods, avalanches), climatological (e.g., droughts), meteorological (e.g., storms, cyclones), or biological (e.g., epidemics, plagues), or;
 - Emergencies leading to humanitarian crisis. Such situations may have a combination of physical hazard and man-made elements, and examples include food insecurity, armed conflicts, political instability/repression and displacement. “Emergency” for this purpose will include situations of a protracted crisis where there is a major short-term spike in need/intensification (e.g. Ukraine conflict intensification in 2022, but which started in 2014; Ethiopia conflict in 2021/2). Direct Awards can be made up to 12 months after the start or a major spike in the emergency. The emergency, and any spikes in need, will be assessed for this purpose by reference to changes in data or assessments from the United Nations Office for Coordination of Humanitarian Assistance data, and from other competent organisations in a relevant field.
- Approval: The conditions for a Direct Award must be formally confirmed via FCDO governance channels. OGDs may not make Direct Awards using this Framework without previously obtaining such confirmation.

9.35 The Lead Framework Supplier that is eligible for an offer of a Direct Award is the Lead Framework Supplier who:

- Is in the relevant Lot, per the requirements of the Call Down Contract and the lot selection rules laid out in paragraphs 7.1 to 7.7.
- Has the required capability and geographic coverage, as determined by the capability matrix.
- If the rationale for the Direct Award is that the requirement can only be met by one Lead Framework Supplier, the Lead Framework Supplier has confirmed interest per the process described in paragraph 9.34.
- If the rationale for the Direct Award is conditions of urgency, the Lead Framework Supplier has qualified for Emergency MEL (EMEL) contracts per paragraph 9.14. Only Lead Framework Suppliers that passed the EMEL question assessed alongside the original Framework tender will be eligible for Direct Awards where the rationale is conditions of urgency.
- If the rationale for the Direct Award is conditions of urgency and there are multiple eligible and qualified Lead Framework Suppliers, the Direct Award will be offered to the Lead Framework Supplier with the highest evaluated score from the original Framework tender, compared to other eligible and qualified Lead Framework Suppliers.

9.36 To initiate a Direct Award, FCDO/OGD commissioners will issue a covering note and Terms of Reference detailing the requirements. Lead Framework Suppliers will be required to confirm acceptance of a Direct Award opportunity within 5 working days of receipt of the covering note and Terms of Reference. Once a Lead Framework Supplier has accepted the opportunity, FCDO/OGD commissioners will issue a formal Invitation To Tender (ITT). Lead Framework Suppliers are required to submit a Concept Note (an example of which is detailed in Annex 3), detailing how the Lead Framework Supplier proposes to deliver the requirement, within 14 calendar days of the ITT issue date. Pricing pro formas must be completed by the Lead Framework Supplier and returned at the same time as the Concept Note.

9.37 The Call Down Contract will not be formally awarded until the acceptance of the eligible Lead Framework Supplier's Concept Note by FCDO/OGD following issue of the ITT. If the rationale for the Direct Award is conditions of urgency, FCDO/OGDs reserve the right to move to the next eligible Lead Framework Supplier should the timelines described in paragraph 9.36 not be met or if the Concept Note is deemed to not meet the requirements of the specific Call Down Contract's Terms of Reference by the FCDO or OGD programme team. The next eligible Lead Framework Supplier must satisfy the Qualification, Capability and Geographic Coverage criteria from paragraph 9.35 and must have the next highest evaluated score from the original Framework tender.

9.38 Should a Lead Framework Supplier refuse three Direct Award opportunities for which it is eligible per paragraph 9.35, or if FCDO/OGDs reject three proposals from the Lead Framework Supplier, FCDO will be entitled to treat this as a material Default under clause 40.1 of the Framework Terms and Conditions. The Lead Framework Supplier will be required to attend a performance review meeting with the FCDO Frameworks Team and may be required to produce a Rectification Plan.

9.39 FCDO/OGDs will apply Key Performance Indicators (KPIs) to the Call Down Contract, which will be defined in the specific Call Down Contract's Terms of Reference. Prices will not exceed the Fee Rate price ceilings with applicable discounts offered at

Framework tender evaluation – Lead Framework Suppliers will be asked to offer the most competitive rates possible for each Direct Award Call Down opportunity.

Adding new sub-contractors to supply chains

9.40 Lead Framework Suppliers have the opportunity to submit details of the supply chains (sub-contractors) that they intend to involve in the delivery of GEMFA 2 Call Down Contracts. This list of sub-contractors will be subjected to certain SQ checks (see Restricted Procedure Selection Questionnaire (SQ) Supplier Information and Instructions) as part of the original Framework tender which will enable Lead Framework Suppliers to involve their approved sub-contractors in the delivery of subsequent GEMFA 2 Call Down Contracts. This will speed up the process for calling down contracts.

9.41 Lead Framework Suppliers should only include sub-contractors that they have a reasonable expectation of involving in subsequent GEMFA 2 Call Down Contracts, or that they rely upon to meet the Invitation to Tender Framework evaluation criteria. Lead Framework Suppliers are discouraged from including sub-contractors that they have minimal expectation of using at the Framework tender stage as they can be added at a later date for specific Call Down opportunities.

9.42 Lead Framework Suppliers may apply to add new sub-contractors into their supply chain during the tender stage of any particular Call Down Contract. The process and rules are as follows:

- The Lead Framework Supplier must submit a brief written rationale (via the specific Call Down Jaggaer opportunity) as to why they feel they cannot meet the Call Down Contract’s requirements using their existing (pre-qualified) supply chain, and why they need to add one or more sub-contractors.
- The rationale should be submitted as early as possible after the issuing of an ITT to enable FCDO to review and respond within a reasonable timeframe before the mini-competition tender deadline.
- FCDO will confirm or deny the request. FCDO reserve the right to decline requests for any reason, including Conflict of Interest, the impact on the level of competition within the Lot, and the impact on the diversity of Lead Framework Supplier proposals/solutions. Requests will always be denied if they contravene the rules illustrated in Annex 6, including the rule that the same Lead Framework Supplier cannot be a sub-contractor in a Lot if they also occupy a place in the same Lot a Lead Framework Supplier.
- If the request is rejected, Lead Framework Suppliers must not include the new sub-contractor in any aspect of their bid for the Call Down Contract. If a Lead Framework Supplier includes any reference to an unauthorised sub-contractor, FCDO reserve the right to reject the Lead Framework Supplier’s bid outright.
- If the request is accepted, Lead Framework Suppliers must submit complete SQ parts 1 and 2 (per the original Framework tender) information for the new sub-contractor(s) as part of their overall mini-competition ITT return, within the deadline set.
- Lead Framework Suppliers need to factor in the time it will take to assemble the necessary SQ information for new sub-contractors.
- FCDO will check the SQ information submitted and if the new sub-contractor(s) pass they will be permitted to form part of the supply chain for the Call Down Contract.
- If a new sub-contractor fails the SQ checks, FCDO reserve the right to reject the Lead Framework Supplier’s bid outright.

9.43 Once a new sub-contractor has been approved and has passed the SQ parts 1 and 2 checks, they may be used in subsequent Call Down Contracts without any need to repeat the process described above. The new sub-contractor will be added to the Lead Framework Supplier’s pre-qualified supply chain with formal communication provided by FCDO. The approved supply chain will be formally amended into the Framework Agreement at the next routine Amendment.

10. Contractual Requirements

Management, Reporting and Review

Call Down Contract level

- 10.1 Call Down Contracts will be overseen and managed by the named Project Officer in the commissioning FCDO/OGD department or business unit.
- 10.2 The Lead Framework Suppliers will be responsible for implementing robust contract management processes, including management supervision and performance management of staff, teams and sub-contractors engaged in delivering the Framework, and maintaining effective communication with FCDO staff and OGDs.
- 10.3 Lead Framework Suppliers must make available appropriate management, quality control (technical reviewers, editors, proofreaders, etc), secretariat and any other support staff necessary to design and deliver MEL programme activity. Lead Framework Suppliers must have succession planning processes and have capacity to replace expertise lost in unforeseen circumstances. FCDO/OGDs may have the requirement for integrated programmes and Lead Framework Supplier will be responsible for the overall management and delivery of the supply chain from end to end. Lead Framework Suppliers will assign a Project Director to each call down they are commissioned to undertake. The Project Director will have overall responsibility for the Call Down and formal contacts with the contracting authority. The Project Director does not necessarily have to be charged at Lead Framework Supplier’s Project Leadership rate.
- 10.4 Lead Framework Suppliers will be required to report regularly on the progress of each assignment and provide programme specific management information directly to programme teams, as will be set out in each Call Down Terms of Reference/Contract awarded.

Framework level

- 10.5 At the Framework level, Lead Framework Suppliers will be expected to attend two meetings with the FCDO Frameworks Team every year (one meeting every six months, either digital or face to face if required). An agenda will be provided by FCDO, one week in advance of scheduled dates. They may be Lead Framework Supplier-specific meetings, or ‘whole-Lot’ meetings in which all Lot Lead Framework Suppliers are invited to the same meeting.
- 10.6 Each Lead Framework Supplier 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 team composition, financial information, bidding activity, dealing with enquiries, and Call Down performance information. Lead Framework Suppliers must return a quarterly return (once there has been one opportunity tendered via their Lot), even when they are not currently delivering any Call Down Contracts. In such circumstances they still report on relevant areas such as

their level of bidding activity. Reporting will be completed in the format and template as provided in Annex 5. Quarterly reports will be submitted via the Jaggaer portal using channels that FCDO will specify.

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

General Data Protection Requirements (GDPR)

- 10.8 Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Annex 2 and the standard clause 33, Protection of Personal Data, in the Framework Agreement Section 2, Framework Agreement Terms and Conditions. Individual Call Down contracts could have different GDPR requirements/relationships which will be specified in the ITT documents for each Call Down Contract.

Modern Slavery

- 10.9 Lead Framework Suppliers are 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.

Social Value Considerations

- 10.10 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 context of this Framework, social value is delivered to overseas beneficiaries through the programmes FCDO/OGDs deliver and also in the sustainable legacy that the programmes leave behind. As overseas development aid is also in the UK national interest, benefit ultimately also flows back to the UK.
- 10.11 Social Value outcomes are already embedded and evaluated within the programmes that FCDO/OGDs 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>
- 10.12 Social Value criteria may therefore be applied at the Call Down Contract level, in the form of Call Down evaluation criteria and/or Call Down Contract KPIs. If applied, Social Value criteria will be bespoke to the requirements and opportunities of each Call Down Contract.

Transparency

- 10.13 FCDO/OGDs require Lead Framework 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.
- 10.14 It is a contractual requirement for all Lead Framework Suppliers to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data

and providing evidence of this to FCDO/OGDs – further IATI information is available from International Aid Transparency Initiative - iatistandard.org

Delivery Chain Mapping

- 10.15 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.
- 10.16 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/OGD funds being distributed to each implementing (downstream or indirect) partner.
- 10.17 FCDO/OGDs are 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/OGDs are 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, Lead Framework Suppliers are required to submit returns providing these details, as a minimum on an annual basis.

Branding for ODA Funded Programmes

- 10.18 Lead Framework Suppliers are expected to collaborate with FCDO/OGDs and proactively look for ways to build support for development and raise awareness of FCDO/OGD funding. Lead Framework Suppliers must comply with FCDOs branding guidance for ODA funded programmes and clause 34, Publicity and Branding in Section 2, Framework Terms and Conditions. Lead Framework Suppliers must acknowledge FCDO/OGD funding, in written and verbal communications (including Social Media) about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of FCDO's "UK International Development" and "UK aid – from the British people (UK aid)" logos in accordance with FCDO standards for use, unless otherwise agreed in advance by FCDO and in all cases subject to security and safety considerations of the Lead Framework Supplier.
- 10.19 Lead Framework Suppliers shall provide a visibility statement of how and when they will acknowledge funding from FCDO/OGDs and where they will use the UK International Development and UK aid logos. Lead Framework Suppliers shall include reference to this in its progress reports and annual reviews.
- 10.20 Lead Framework Suppliers may use the UK International Development and UK aid logos in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from FCDO/OGDs shall be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

Duty of Care

- 10.21 Lead Framework Suppliers are responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this Framework Agreement and any subsequent Call Down Contracts, including appropriate security

arrangements (as defined in paragraph 7 of the Call Down Contract – ITT Volume 7, Section 4, Appendix A 1). They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

- 10.22 Lead Framework Suppliers should observe the FCDO website security status and developments in-country where appropriate.
- 10.23 Lead Framework Suppliers are responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this Framework Agreement and subsequent Call Down Contract(s) and ensuring that their Personnel register and receive briefings as outlined above. Travel advice is also available on the FCDO website <https://www.gov.uk/foreign-travel-advice> and Lead Framework Suppliers must ensure they (and their Personnel) are up to date with the latest position.
- 10.24 This Framework Agreement may require Lead 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> Lead 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 Call Down Contract (subject to travel clearance being granted).
- 10.25 This Framework Agreement may require Lead 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. Lead Framework Suppliers should be comfortable working in such an environment and should be capable of deploying to any areas required across the globe in order to deliver the Call Down Contract (subject to travel clearance being granted). As part of the Framework tender, Lead Framework Suppliers will be required to indicate their countries of operation via the Capability Matrix (see Annex 4).
- 10.26 Lead 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 Call Down Contract /Framework Agreement (such as working in dangerous, fragile and hostile environments etc.). Lead 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 Call Down Contract tender or alternative safety in the field training delivered prior to deployment.
- 10.27 Lead Framework Suppliers must develop their response in relation to this Framework Agreement and any subsequent Call Down Contracts 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.

10.32 If Lead Framework Suppliers are subsequently unwilling or unable to comply with FCDO's Duty of Care to s 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.

Safeguarding

10.33 All reasonable endeavours are expected to be taken by a professional and prudent Lead Framework 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):

- clear and detailed policies and guidance for Lead Framework Supplier Personnel, Lead Framework Supplier Providers and where appropriate, beneficiaries;
- developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
- provision of regular training to Lead Framework Supplier Personnel, Lead Framework Supplier Providers and where appropriate, beneficiaries;
- clear reporting lines and whistleblowing policies in place for Lead Framework Supplier Personnel, Lead Framework Supplier Providers and beneficiaries.
- maintaining detailed records of any allegations of Serious Misconduct and regular reporting to FCDO and the Appropriate Authorities (where relevant) of any such incidents;
- any other Good Industry Practice measures (including any innovative solutions).

10.34 Lead Framework Suppliers shall take all Reasonable Measures to prevent Serious Misconduct by the Lead Framework Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Framework Agreement ("Lead Framework Supplier Providers") and shall have in place at all times robust procedures which enable the reporting by Lead Framework Supplier Personnel, Lead Framework Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Lead Framework Supplier or Lead Framework Supplier Personnel to investigate such reports.

10.35 Lead Framework Suppliers shall take all Reasonable Measures to ensure that the Lead Framework Supplier Personnel and Lead Framework 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 Lead Framework Supplier Personnel or Lead Framework Supplier Provider as to the age of the person. Furthermore, the Lead Framework Supplier shall ensure that the Lead Framework Supplier Personnel and Lead Framework 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 Lead Framework Supplier Personnel and the Lead Framework 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 the Framework Agreement Terms and Conditions.

10.36 Lead Framework Suppliers shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Lead Framework Supplier Personnel and Lead Framework 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.

10.37 Lead Framework Suppliers 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 Lead Framework Supplier Personnel and Lead Framework 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.

10.38 Lead Framework Suppliers shall not engage as Lead Framework Supplier Personnel or Lead Framework Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Lead Framework Supplier (or reasonably ought to be known by a diligent Lead Framework 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.

10.39 Lead Framework Suppliers 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 Lead Framework Supplier acknowledges may include vetting of the Lead Framework Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Lead Framework 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 Lead Framework Supplier shall comply with any reasonable request by FCDO for additional vetting to be undertaken.

10.40 Failure by the Lead Framework Supplier to:

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

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

Conflict Of Interest – Call Down Contracts

10.41 GEMFA 2 Lead Framework Suppliers should be aware that involvement in the design or delivery of an FCDO/OGD Programme creates inherent Conflict of Interest risks when the Lead Framework Supplier seeks involvement in the MEL contracts that

require the monitoring or evaluation of that programme. Similarly, delivery of a MEL contract creates Conflict of Interest risks if the Lead Framework Supplier seeks involvement in the design/delivery programme that the MEL contract is monitoring or evaluating. The inherent Conflict of Interest risks are as follows:

- The Lead Framework Supplier gains an unfair competitive advantage from information they have gained from delivering an associated contract (i.e. the MEL contract associated with a design/delivery contract, or the design/delivery contract associated with the MEL contract).
- The Lead Framework Supplier is not able to objectively monitor/evaluate their own work such that the effectiveness of the MEL services are compromised. The risk is a conflict between the Lead Framework Supplier’s interest in presenting their work positively, and the requirement as MEL provider to provide independent, objective monitoring and/or evaluation services. This is the principle that a Lead Framework Supplier should not be ‘marking their own homework’.

10.42 Lead Framework Suppliers must disclose in their Call Down Tender any circumstances, that will, or might, give rise to a conflict of interest by taking part in this Procurement Process or if awarded the Call Down Contract. Such disclosure shall also be made in respect of any sub-contractors proposed by the Potential Lead Framework Supplier. Where Lead Framework Suppliers identify any potential conflicts of interest, they should state how they intend to address and mitigate such Conflicts of Interest.

10.43 FCDO reserves the right to reject any Call Down Tender which, in FCDO’s opinion, gives rise to, or could potentially give rise to, a Conflict of Interest which cannot be mitigated against to FCDO’s satisfaction.

10.44 Where Lead Framework Suppliers state their intension to address Conflict of Interest risks through the use of Ethical Walls (processes for strictly controlling the Lead Framework Supplier and sub-contractor personnel who have access to information relevant to the Conflict of Interest risk), Lead Framework Suppliers will be required to sign an Ethical Walls Agreement.

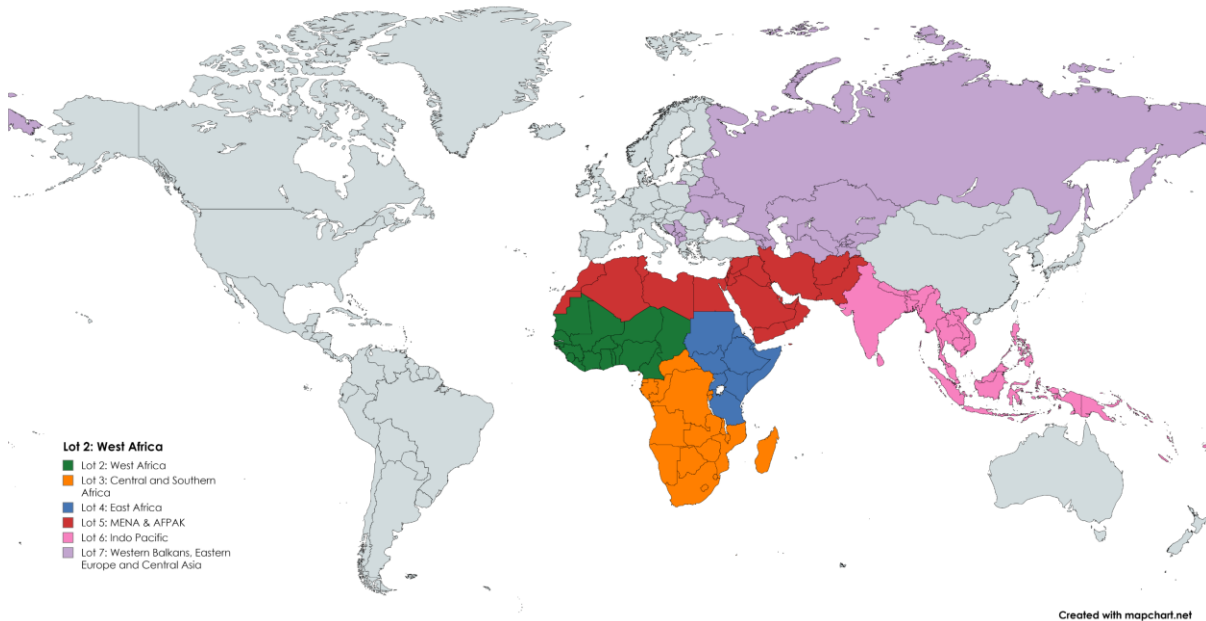
10.45 In the event of a failure to maintain the Ethical Walls as described in the Ethical Walls Agreement arising during the course of the Call Down Contract/Framework Agreement, FCDO reserves the right to immediately terminate the Call Down Contract/Framework Agreement on giving written notice to the Lead Framework Supplier.

Conflict Of Interest – Framework Agreement

10.46 The supplier that provides the FCDO’s Evaluation Quality Assurance and Learning Service (EQUALS 2) and any successor service cannot be contracted as a Lead Framework Supplier in the FCDO’s Global Evaluation Monitoring Framework Agreement (GEMFA 2). The supplier that provides the FCDO’s Evaluation Quality Assurance and Learning Service (EQUALS 2) can be contracted as a sub-contractor in the FCDO’s Global Evaluation Monitoring Framework Agreement (GEMFA 2) where strong evidence is provided by the GEMFA 2 Lead Framework Supplier that Conflict of Interest risks will be mitigated to FCDO’s satisfaction. The GEMFA 2 Lead Framework Supplier will need to submit this evidence as part of their Framework Tender, and also comply with the Conflict of Interest process for individual Call Down Tenders to include the mitigations in place with respect to the inclusion of the EQUALS 2 supplier in their proposed supply chain for the delivery of the Call Down Contract. FCDO reserves the right to reject any Framework Tender which, in FCDO’s

opinion, gives rise to, or could potentially give rise to, a Conflict of Interest which cannot be mitigated against to FCDO's satisfaction.

Annex 1 – Map of the GEMFA 2 regions



Lot 2: West Africa

- Benin
- Burkina Faso
- Cabo Verde
- Cameroon
- Chad***
- Ghana
- Guinea
- Guinea Bissau
- Ivory Coast
- Liberia
- Mali
- Mauritania
- Niger
- Nigeria
- Senegal
- Sierra Leone
- The Gambia
- Togo

Lot 3: Central and Southern Africa

- Angola
- Botswana
- Burundi***
- Central African Republic***
- Comoros
- Congo***
- Democratic Republic of the Congo***
- Equatorial Guinea***

- Eswatini
- Gabon
- Lesotho
- Madagascar
- Malawi
- Mauritius
- Mozambique
- Namibia
- Rwanda
- Sao Tome and Principe
- Seychelles
- South Africa
- Zambia
- Zimbabwe

Lot 4: East Africa

- Djibouti
- Eritrea***
- Ethiopia
- Kenya
- Somalia***
- South Sudan***
- Sudan***
- Tanzania
- Uganda

Lot 5: MENA + AFPAK

- Afghanistan***
- Algeria
- Bahrain

- Egypt
- Iran
- Iraq***
- Israel
- Jordan
- Kuwait
- Lebanon
- Libya
- Morocco
- Occupied Palestinian Territories
- Oman
- Pakistan
- Qatar
- Saudi Arabia
- Syrian Arab Republic***
- Tunisia
- United Arab Emirates
- Yemen***

Lot 6: Indo-Pacific

- Bangladesh
- Bhutan
- Brunei Darussalam
- Cambodia
- Fiji
- India
- Indonesia
- Kiribati
- Laos
- Malaysia
- Maldives

Marshall Islands
 Micronesia
 Myanmar
 Nauru
 Nepal
 Palau
 Papa New Guinea
 Philippines
 Samoa
 Singapore
 Solomon Islands
 Sri Lanka
 Taiwan
 Thailand

Timor-Leste
 Tonga
 Tuvalu
 Vanuatu
 Vietnam

**Lot 7: Western Balkans,
 Eastern Europe and
 Central Asia**
 Albania
 Armenia
 Azerbaijan
 Belarus
 Bosnia and Herzegovina

Georgia
 Kazakhstan
 Kosovo
 Kyrgyzstan
 Moldova
 Montenegro
 North Macedonia
 Russia
 Serbia
 Tajikistan
 Turkmenistan
 Ukraine
 Uzbekistan

* Extremely Fragile Country – see paragraphs 9.16 – 9.19
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Annex 2 – General Data Protection Requirements (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 Framework Agreement.

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

All Call Down Contracts will contain GDPR requirements specific to the needs of the Contract. These GDPR requirements may be different to those of the Framework Agreement and will be agreed between the Parties in collaboration with each-other before the processing of Personal Data under the Call Down Contract.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Framework Agreement:</p> <ol style="list-style-type: none"> 1) The Parties acknowledge that Clause 33.2 Protection of Personal Data and 33.4 (Section 2 of the Framework Agreement Terms and Conditions) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the Personal Data necessary for the administration and/or fulfilment of this Framework Agreement.
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 UK law to preserve that type of data)

Annex 3 – Example Concept Note

Only on formal approval of a concept note will FCDO/OGDs award a contract to a Lead Framework Supplier when contracts are awarded via Direct Award (paragraphs 9.33 to 9.39 above).

Expected Content of a Concept Note (Example)

- Understanding of the TOR (Est 3 pages)
 - Context
 - Scope
 - Questions
- Approach and Methods (Est 4 pages)
- Work plan (Est 2 page)
- Personnel and days narrative (Est 3 pages)
- Completion of Commercial Proforma (based on Fee Rate price ceilings and agreed duration discounts)

Annex 4 – Capability Matrix

Capability Matrix



GEMFA 2 Capability
Matrix Final.xlsx

Capability Matrix Completion Guidance

- Lead Framework Suppliers should complete the capability matrix indicating which of the thematic capabilities they, and their sub-contractors that will be part of their approved Framework sub-contractor list, can deliver in each country. A consolidated response must be provided in the matrix provided.
- Lead Framework Suppliers Bidding for a ‘Global’ Lot can complete the information for any countries that they, and their sub-contractors that will be part of their approved Framework sub-contractor list, can deliver in across all 210 countries, independent states and UK Overseas Territories listed in the capability matrix.
- Lead Framework Suppliers Bidding for a ‘Global’ Lot must complete countries from more than one ‘Region’ identified in the capability matrix.
- Lead Framework Suppliers Bidding for a ‘Regional’ Lot should only complete countries within the Region they are bidding for. Lead Framework Suppliers are only eligible for opportunities within that Region. If countries out with that Region are completed this is for information purposes only and will not mean the supplier is eligible to Bid for opportunities, including Direct Awards, in a second Region.

Annex 5 – Reporting Requirements and KPIs

Framework reporting

- A fundamental objective of this Framework is to deepen FCDO/OGD understanding of the market for technical International Development expertise. This is to be achieved through the regular return of data from Lead Framework Suppliers on topics such as performance, prices and sub-contractor engagement. Lead Framework Suppliers should be prepared to respond positively to FCDO/OGD requests for data and to proactively propose improvements to reporting arrangements.
- Lead Framework Suppliers should be able to provide reports, which can be flexibly constructed to cater for FCDO/OGD requirements.
- Framework specific management reporting will be undertaken using the 'Reporting Template' spreadsheet as detailed in Annex 5 - Appendix A.
- The reporting will require to be completed and sent to the appropriate Communications Channel FCDO will create in their Procurement Portal (Jaggaer) on a **quarterly basis** by the 4th day of December, March, June and September.
- Relevant programme specific reporting requirements will be detailed within the individual call down terms of reference, as provided by the FCDO/OGD commissioners responsible for the call down.

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 Lead Framework 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 3 (i.e. if performance is measured as 'inadequate' status) will result in an Audit of the Lead Framework Supplier's performance for the Call Down Contract(s) in question and an Emergency Meeting. The Lead Framework 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 FCDO). 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 Lead Framework 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 Lead Framework Supplier from the Framework.

Call Down Contract KPIs

- Each individual Call Down Contract will have its own KPIs specific to the requirements of the contract. These KPIs will be managed at the Call Down 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:
 - At least three *key* performance indicators (possibly with additional performance indicators)
 - Possibly an additional Social Value KPI if a metric relevant to the Call Down Contract can be agreed.
 - Targets/thresholds for Good, Approaching Target, Requires Improvement, and Inadequate status.
 - A method of assessment and baseline.
 - 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 Down Contract KPI performance in order to better demonstrate and promote the quality of Lead Framework Suppliers across FCDO/OGDs, in order to encourage Framework use. Lead Framework Suppliers on the Global Evaluation Monitoring Framework Agreement 2 are therefore required to record the final KPI performance results for all Call Down Contracts once they are completed and submit this information as part of the quarterly returns.

Lead Framework Supplier meetings

- Lead Framework Supplier meetings will take place every six months.
- Meetings will either be virtual or in-person where possible.
- They may be Lead Framework Supplier-specific, or 'whole-Lot' meetings in which all Lot Lead Framework Suppliers are invited.
- Meeting agendas will be informed by data and performance trends evident from the quarterly returns.
- They will be action-orientated with an expectation that Lead Framework Suppliers will respond to issues with SMART Action Plans.
- A frequency of six months is based on feedback from the market engagement events.

Annual Review:

- Lead Framework 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 FCDO and Lead Framework 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 FCDO and Lead Framework Suppliers.
- The Annual Review will involve an assessment of satisfaction, from both FCDO and each Lead Framework Supplier.

- It may be that the Annual Review is conducted on a whole-Lot basis with all Lead Framework Suppliers within a particular Lot invited to a single meeting.

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	'Approaching' target	'Requires improvement' target	'Inadequate' target
KPI 1 All Lots	Timeliness of Communication	Timeliness, appropriateness, and quality of all FCDO/OGD communications including responsiveness to enquiries/request and escalations.	<p>Incidences of formal escalation from FCDO/OGD staff to the FCDO Frameworks Team to report failure to achieve reasonable quality of communication or timeliness per the following SLA:</p> <p>FCDO/OGD queries should be acknowledged as receipted within one working day.</p> <p>FCDO/OGD queries should be resolved within 10 working days of receipt.</p>	0	1	2	3
KPI 2a All Lots	Active bidding	Call down opportunities that the Lead Framework Supplier has bid for (that they have capability to deliver per their original Capability Matrix)	% of eligible call downs that the Lead Framework Supplier has bid for (per Capability Matrix)	>50%	>35%	>25%	<25%
KPI 2b All Lots	Timeliness of Service Provision	Timeliness of proposals in response to	% of call downs that have proposals returned to	>95%	>85%	>75%	<75%

		FCDO/OGD requests (as part of Direct Award described in paragraphs 9.39 to 9.45)	FCDO/OGD requester within 14 calendar days from request.				
KPI 3 All Lots	Call Down KPI performance	Performance against Call Down Contract level KPIs	% of completed Call Down Contracts that featured any Call Down Contract level KPI measured at 'inadequate' or otherwise lowest possible status	0%	0%	0%	>0%

Annex 5 - Appendix A
REPORTING TEMPLATE



ToR Annex 5
Appendix A Reporting

Annex 6 – Illustration of bidding rules and sub-contractor limitations

Framework Level

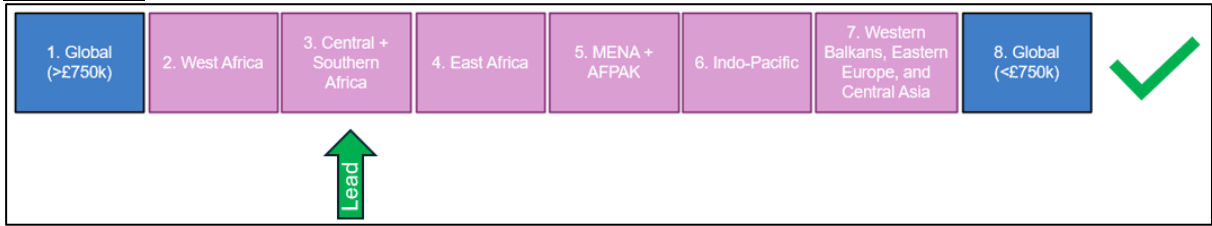
In each illustration, **green** arrows indicate what is permitted and **red** arrows indicate what is not permitted at the Framework Level.

Lead Framework Suppliers

Lead Framework Suppliers that are bidding to join the Framework Agreement. They would have a contractual relationship with FCDO.

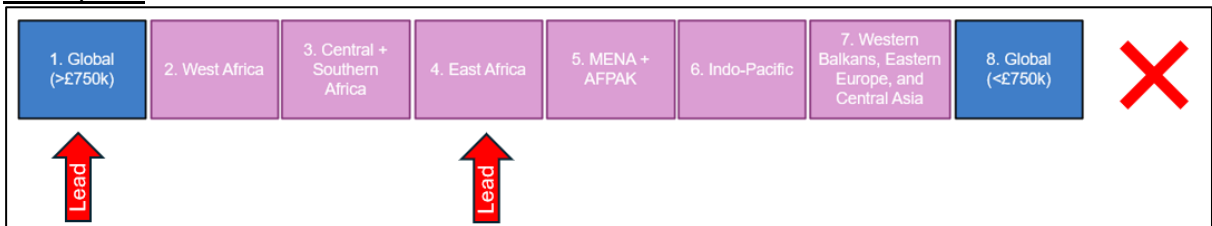
- 1. Lead Framework Suppliers **can** bid for only **one** of the eight GEMFA 2 Lots.

Example A



- 2. Lead Framework Suppliers **cannot** bid for more than one Lot.

Example B



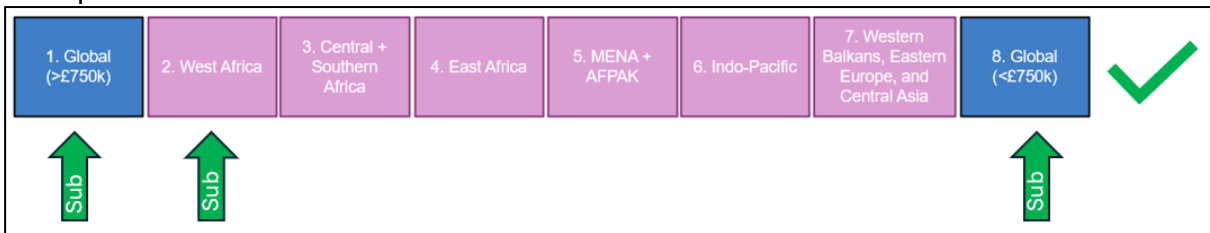
With Example B, FCDO will ask the Lead Framework Supplier to confirm which Bid the Lead Framework Supplier will withdraw from our evaluation. FCDO will only proceed with evaluating one Bid from the Lead Framework Supplier.

Sub-contractors

Suppliers that are joining the supply chains of Lead Framework Supplier(s). They would have a contractual relationship with the Lead Framework Supplier(s) and not FCDO.

- 3. Sub-contractors **can** sub-contract on multiple Lots

Example C



- 4. Sub-contractors **can** sub-contract for more than one Lead Framework Supplier within the same Lot.

Example D



Lead Framework Suppliers who want to be a Lead on some Lots and a sub-contractor on others

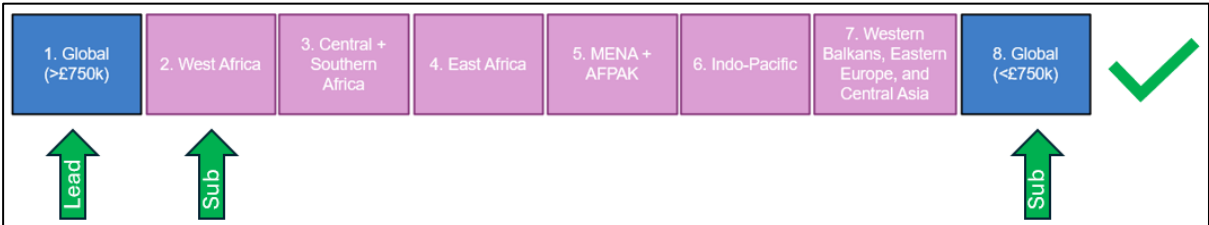
These Lead Framework Suppliers must simply abide by the Lead rules and the sub-contractor rules. The only additional limitation is that a Lead Framework Supplier cannot be a lead and a sub-contractor in the same Lot.

- 5. Lead Framework Suppliers **can** bid in one Lot, and sub-contract in another, separate, Lot or Lots.

Example E

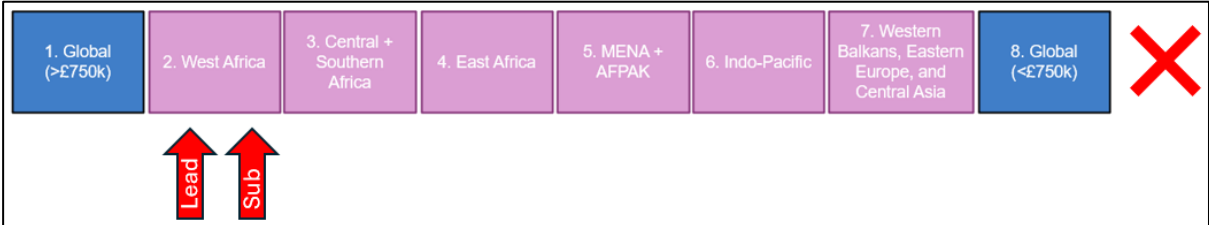


Example F



- 6. Lead Framework Suppliers **cannot** bid and sub-contract in the same Lot

Example G



With Example G, the Lead Framework Supplier’s bid as a Lead Framework Supplier would be rejected, and the bid that involved the Lead Framework Supplier as a sub-contractor would be considered.

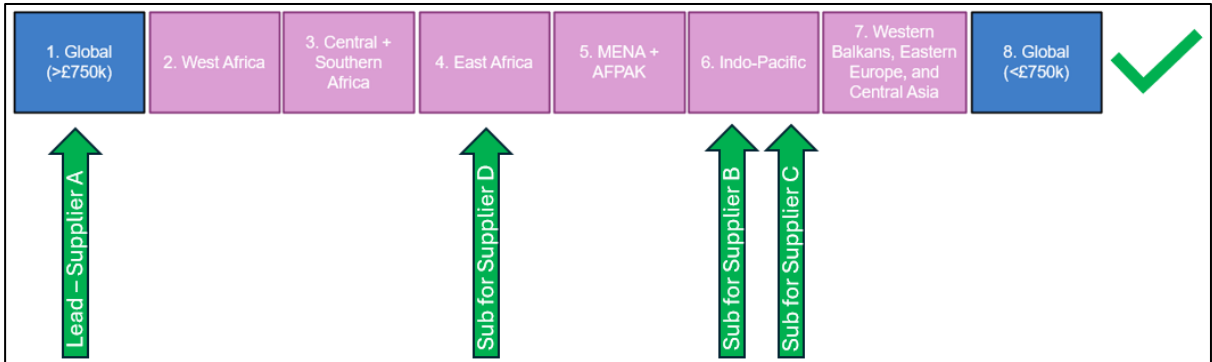
Mini-Competition Level Bidding Eligibility

When a mini-competition involves more than one Lot, the Framework Eligibility rules still apply. Where a supplier is a Lead Framework Supplier in one Lot and a sub-contractor in the second Lot, the supplier must make a decision as to whether to Bid as a Lead Framework Supplier, or to support the Bid of another Lead Framework Supplier as a sub-contractor.

Lead Framework Suppliers cannot submit their own bid and be part of another bid for the same mini-competition. If a Lead Framework Supplier breaches this rule their bid for the mini-competition as a Lead Framework Supplier will be rejected.

Worked example:

A Lead Supplier (Supplier A) is Bidding as a Global Lot 1 Lead Framework Supplier. They are also an approved sub-contractor in Regional Lot 4 and twice in Regional Lot 6.



At Framework Level this is compliant as they are only leading in one Lot for the Framework.

- 'Supplier A' is **not** eligible to Bid as a Lead Supplier in Lots 2-7.
- 'Supplier A' is **not** eligible to Bid as a Sub-Contractor in Lot 1.
- 'Supplier A' is eligible to Bid as a Sub-CONTRACTOR in Lots 2-7, as many times as they would like.

As the Eligibility rules applied at Framework Level will also apply to mini-competitions at the Call Down Level, Suppliers A, B, C and D will have to ensure that they remain compliant at that level.

A **Call Down opportunity above £750k** is advertised and is open to the Global Lot 1 Suppliers and the Regional Lot 6 Suppliers who passed the SQ thresholds for above £750k requirements.

- 'Supplier A' is eligible to Bid as a Lead Supplier as they are in Global Lot 1.
- 'Supplier B' is eligible to Bid as a Lead Supplier as they are in Regional Lot 6 and have passed the SQ thresholds for above £750k requirements.
- 'Supplier C' is not eligible to Bid as a Lead Supplier as they are in Regional Lot 6 and have **not** passed the SQ thresholds for above £750k requirements.
- 'Supplier D' is not eligible to Bid as the opportunity is not in their region.
- 'Supplier A' is also eligible as a sub-contractor through 'Supplier B'.
- 'Supplier A' must choose whether they Bid as a Lead Supplier or as a Sub-Contractor to their Lot 6 Lead 'Supplier B'.
- 'Supplier A' **cannot** be a Lead Supplier and a Sub-Contractor on 2 Bids for the same Call Down Opportunity.

- 'Supplier B' is eligible to submit a Bid for the Call Down opportunity, however they **must** ensure that 'Supplier A' is not included as a Sub-Contractor if 'Supplier A' has chosen to submit as a Lead Supplier.
- If 'Supplier A' is found to be on more than one Bid for a Call Down mini-competition as a Lead Supplier and as a Sub-Contractor to 'Supplier B', their Bid as a Lead Supplier will be deemed non-compliant.