

## CONTRACT FOR SUPPLIER SERVICES

### Section 1 - FORM OF CONTRACT

**CONTRACT FOR** : **Service Provider for Strengthening Government Social Protection Systems for the Poor (SGSP) in Bangladesh**

**PURCHASE ORDER NUMBER :** **6600**

#### **THIS CONTRACT is made**

**BETWEEN** : The Secretary of State for International Development at the Department for International Development, British High Commission, Shantipath, Chanakyapuri, New Delhi, 110 021 (DFID);

**AND** : Maxwell Stamp PLC ("Supplier")  
whose Registered Office is situated at Abbots Court, 34 Farringdon Lane  
London, EC1R 3AX, United Kingdom

(together "the Parties").

#### **WHEREAS:**

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to Government of Bangladesh (the "Recipient"); and
- B.** the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

#### **IT IS HEREBY AGREED** as follows:

##### **1. Documents**

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices

This Contract constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

##### **2. Contract Signature**

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Contract void.

**No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.**

**3. Commencement and Duration of the Services**

The Supplier shall start the Services on 14 December 2014 (the "Start Date") and shall complete them by 31 August 2017 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

**4. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed £7,623,358 (UK Pound Seven Million Six Hundred Twenty Three Thousand Three Hundred Fifty Eight only) exclusive of any government tax, if applicable (the "Financial Limit").

**5. Time of the Essence**

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

For and on behalf of  
The Secretary of State for  
International Development

Name:

Position: Procurement & Commercial Manager

Signature:

Date: 14 December 2014

For and on behalf of  
Maxwell Stamp PLC

Name:

Position:

Signature:

Date:

## Section 2 - GENERAL CONDITIONS

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## DEFINITIONS AND INTERPRETATION

### 1. Definitions

“Commercially Sensitive Information” the information listed in Section 4 comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business of which the Supplier has indicated to DFID that, if disclosed by DFID, would cause the Supplier significant commercial disadvantage of material financial loss;

“Confidential Information” means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential;

"the Supplier" means the person(s), partnership(s) or company(ies) with whom this Contract is placed.

"the Supplier's Personnel" means any person instructed pursuant to this Contract to undertake any of the Supplier's obligations under this Contract, including the Supplier's employees, agents and sub-contractors.

"the Contract Officer" means the person named in Section 4 who is responsible for all contractual aspects of the Contract.

“Contracting Authority” any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations other than DFID;

“Crown Body” any department, office or agency of the Crown;

“Data Controller” shall have the same meanings as set out in the Data Protection Act 1998;

“DFID Data” means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of DFID; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which DFID is the Data Controller;

“Data Processor” shall have the same meaning as set out in the Data Protection Act 1998;

“Data Protection Legislation” means the Data Protection Act 1998 and all other applicable laws and regulations relating to the processing of personal data and privacy, including without limitation, the guidance and codes of practice issued by the Information Commissioner;

“Data Subject” shall have the same meaning as set out in the Data Protection Act 1998;

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

"the Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Supplier cannot reasonably be expected to provide, which are financed or provided by DFID for use by the Supplier.

"the Financial Limit" means the amount specified in Section 1 and is the maximum amount payable by DFID under this Contract.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.

“General Anti-Abuse Rule” means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“Information” has the meaning given under Section 84 of the Freedom of Information Act 2000;

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Occasion of Tax Non-Compliance” means:

- (a) Any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
  - (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) Any tax return of the Supplier submitted to a Relevant Tax Authority on or after October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud evasion.

“Personal Data” shall have the same meaning as set out in the Data Protection Act 1998;

“Process” has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing;

"the Project Officer" means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract;

“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of DFID and “Regulatory Body” shall be construed accordingly;

“Relevant Tax Authority” means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Request for Information” a request for information or an apparent request under the FOIA, the Environmental Information Regulations and associated codes of practice;

“the Security Policy” means DFID’s security policy, which can be accessed on DFID’s website at <http://www.dfid.gov.uk/work-with-us/procurement/dfid-information-security-policy-for-contractorsconsultants/> or as notified to the Supplier from time to time;

"the Services" means the services set out in the Terms of Reference (Section 3).

## **2. Interpretation**

2.1 In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 4), the Special Conditions shall prevail.

2.2 Except as expressly provided in Clause 23 the Supplier is not the agent of DFID and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of DFID in any respect.

- 2.3 Nothing in this Contract is intended to make nor shall it make DFID the employer of the Supplier or any of the Supplier's Personnel.
- 2.4 All communications by the Supplier relating to notifications or applications for consents or instructions must be addressed to the DFID Contract Officer whose name and address are given in Section 4.

## **OBLIGATIONS OF THE SUPPLIER**

### **3. Obligations**

- 3.1 The Supplier shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 3.2 If the Supplier is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Supplier's obligations under this Contract.

### **4. Personnel**

- 4.1 All members of the Supplier's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Supplier complies with all the Supplier's obligations under this Contract.
- 4.2 No changes or substitutions may be made to members of the Supplier's Personnel identified as key personnel in Section 4 of this Contract without DFID's prior written consent.
- 4.3 If DFID considers any member of the Supplier's Personnel unsuitable, the Supplier shall substitute such member as quickly as reasonably possible without direct or indirect charge to DFID with a replacement acceptable to DFID.
- 4.4 The Supplier is responsible for all acts and omissions of the Supplier's Personnel and for the health, safety and security of such persons and their property. The provision of information by DFID shall not in any respect relieve the Supplier from responsibility for its obligations under this Contract. Positive evaluation of proposals and award of this Contract (or any subsequent Contract Amendments) is not an endorsement by DFID of the Supplier's security arrangements.
- 4.5 The Supplier shall comply with the Staff Vetting Procedures in respect of all Supplier's Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier's Personnel employed or engaged by the Supplier by the agreed start date of this contract were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures, as provided within DFID's Security Policy.
- 4.6 The Supplier shall provide training on a continuing basis for all Supplier Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and the Security Plan.

### **5. Sub-Contractors**

- 5.1 The Supplier shall not sub-contract any of its obligations under this Contract without the prior written consent of DFID.
- 5.2 If, having obtained DFID's consent, the Supplier sub-contracts any of its obligations, the sub-contract shall:-
- (a) provide that payments due to the sub-contractor shall be made not more than 30 days after provision to the Supplier of a valid invoice; and
  - (b) include rights for the Supplier and obligations on the sub-contractor to ensure that DFID's rights to require replacement of personnel (as set out in Clause 4.3) and DFID's rights and the Supplier's obligations (as detailed within this contract) can be enforced against the sub-contractor.

### **6. DFID Data**

- 6.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to DFID Data.
- 6.2 The Supplier shall not store, copy, disclose, or use DFID Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by DFID.

- 6.3 To the extent that DFID Data is held and/or processed by the Supplier, the Supplier shall supply that DFID Data to DFID as requested by DFID in the format(s) specified by DFID.
- 6.4 Upon receipt or creation by the Supplier of any DFID Data and during any collection, processing, storage and transmission by the Supplier of any DFID Data, the Supplier shall take responsibility for preserving the integrity of DFID Data and preventing the corruption or loss of DFID Data.
- 6.5 The Supplier shall perform secure back-ups of all DFID Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Policy. The Supplier shall ensure that such back-ups are available to DFID at all times upon request, with delivery times as specified by DFID.
- 6.6 The Supplier shall ensure that the system on which the Supplier holds any DFID Data, including back-up data, is a secure system that complies with the Security Policy.
- 6.7 If DFID Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, DFID may:

6.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of DFID Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the Security Policy and the Supplier shall do so as soon as practicable but not later than three days following written request from DFID; and/or

6.7.2 itself restore or procure the restoration of DFID Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery Provisions specified in the Security Policy

- 6.8 If at any time the Supplier suspects or has reason to believe that DFID Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify DFID immediately and inform DFID of the remedial action the Supplier proposes to take.

## **7. Protection of Personal Data**

- 7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that DFID is the Data Controller and that the Supplier is the Data Processor.

- 7.2 The Supplier shall:

7.2.1 process the Personal Data only in accordance with instructions from DFID (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by DFID to the Supplier during the Term);

7.2.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

7.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

7.2.4 take reasonable steps to ensure the reliability of any Supplier's Personnel who have access to the Personal Data;

7.2.5 obtain prior written consent from DFID in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

7.2.6 ensure that all Supplier's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 7;

7.2.7 ensure that none of Supplier's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by DFID;

7.2.8 notify DFID (within two Working Days) if it receives:

7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

7.2.8.2 a complaint or request relating to DFID's obligations under the Data Protection Legislation;

7.2.9 provide DFID with full cooperation and assistance in relation to any complaint or request made, including by:

7.2.9.1 providing DFID with full details of the complaint or request;

7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with DFID's instructions;

7.2.9.3 providing DFID with any Personal Data it holds in relation to a Data Subject (within the timescales required by DFID); and

7.2.9.4 providing DFID with any information requested by DFID;

7.2.10 permit DFID or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 16 (Access and Audit), Supplier's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by DFID to enable DFID to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;

7.2.11 provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by DFID); and

7.2.12 not Process Personal Data outside the United Kingdom without the prior written consent of DFID and, where DFID consents to a transfer, to comply with:

7.2.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

7.2.12.2 any reasonable instructions notified to it by DFID.

7.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause DFID to breach any of its applicable obligations under the Data Protection Legislation.

## **8. Freedom of Information**

8.1 The Supplier acknowledges that DFID is subject to the requirements of the FOIA, the Environmental Information Regulations and associated codes of practice shall assist and cooperate with DFID to enable DFID to comply with its Information disclosure obligations.

8.2 The Supplier shall and shall ensure that its Sub-contractors shall:

8.2.1 transfer to DFID all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

8.2.2 provide DFID with a copy of all Information in its possession, or power in the form that DFID requires within five Working Days (or such other period as DFID may specify) of DFID's request; and

8.2.3 provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

8.3 DFID shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.



8.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by DFID.

8.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 8) DFID may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

8.5.1 in certain circumstances without consulting the Supplier; or

8.5.2 following consultation with the Supplier and having taken their views into account;

provided always that where 8.5.1 applies DFID shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

8.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with clauses 8.7 and 8.8 and shall permit DFID to inspect such records as requested from time to time.

8.7 The Supplier shall, during this Contract and for a period of at least seven years following the expiry or termination of this Contract, retain and maintain all Information:

8.7.1 in accordance with the requirements of the Public Records Office and in accordance with the exercise of the degree of care that would be expected from a leading company within the relevant industry or business sector;

8.7.2 in chronological order;

8.7.3 in a form that is capable of audit;

8.7.4 at its own expense.

8.8 Wherever practical, original Information shall be retained and maintained in hard copy form.

8.9 The Supplier acknowledges that any Commercially Sensitive Information noted within this contract is of indicative value only and that DFID may be obliged to disclose it in accordance with clause 8.5.

## **9. Confidentiality**

9.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

9.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

9.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

9.2 Clause 9.1 shall not apply to the extent that:

9.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to clause 42 (Freedom of Information);

9.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

9.2.3 such information was obtained from a third party without obligation of confidentiality;

9.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

9.2.5 it is independently developed without access to the other party's Confidential Information.

- 9.3 The Supplier may only disclose DFID's Confidential Information to the Supplier's Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier's Personnel are aware of and shall comply with these obligations as to confidentiality.
- 9.4 The Supplier shall not, and shall procure that the Supplier's Personnel do not, use any of DFID's Confidential Information received otherwise than for the purposes of this Contract.
- 9.5 At the written request of DFID, the Supplier shall procure that those members of the Supplier's Personnel identified in DFID's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 9.6 Nothing in this Contract shall prevent DFID from disclosing the Supplier's Confidential Information:
- 9.6.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
- 9.6.2 to any person conducting an Office of Government Commerce gateway review;
- 9.6.3 for the purpose of the examination and certification of DFID's accounts; or
- 9.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DFID has used its resources.
- 9.7 DFID shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause 9.6 is made aware of DFID's obligations of confidentiality.
- 9.8 Nothing in this clause 9 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

## **10. Warranties**

- 10.1 The Supplier warrants, represents and undertakes for the duration of the Term that:
- 10.1.1 all personnel used to provide the Services will be vetted in accordance with Good Industry Practice and the Security Policy;
- 10.1.2 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Supplier's obligations under this Contract;
- 10.1.3 it has and will continue to have all necessary rights in and to the Supplier's Software or the Third Party Software and/or the Supplier's Background IPRs, or any other materials made available by the Supplier and/or the Sub-contractors to DFID necessary to perform the Supplier's obligations under this Contract;
- 10.1.4 in performing its obligations under this Contract, all Software used by or on behalf of the Supplier will:
- 10.1.4.1 be currently supported versions of that Software; and
- 10.1.4.2 perform in all material respects in accordance with its specification,
- 10.1.5 as at the agreed Contract start date all statements and representations in the Supplier's response to the ITT and any follow up information provided by the Supplier are to the best of its knowledge, information and belief, true and accurate and that it will advise DFID of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading;
- 10.1.6 as detailed in this contract or at the request of DFID, the Supplier will provide a Business Process Manual and supporting documentation containing all necessary information and explanation required for the purpose of executing the Exit Plan and for suitably qualified employees of DFID or of the Replacement Contractor to be able to use the Software and receive the Services and to perform the Replacement Services on termination or expiry; and

10.1.7 the Supplier's system and assets used in the performance of the Services:

10.1.7.1 will be free of all encumbrances [any exceptions must be agreed in writing with DFID]

10.1.7.2 will be Date Compliant; and

10.1.7.3 will be Euro Compliant.

10.1.8 it shall at all times comply with Law in carrying out its obligations under this Contract.

## **11. Security Requirements**

- 11.1 The Supplier shall comply, and shall procure the compliance of the Suppliers Personnel, with the Security Policy and the Security Plan and the Supplier shall ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.
- 11.2 DFID's Security Policy can be accessed on the DFID website at <http://www.dfid.gov.uk/work-with-us/procurement/dfid-information-security-policy-for-contractorsconsultants/> or as notified to the Supplier from time to time. The Supplier shall ensure that they keep up to date with the latest version of the Security Policy on this website.
- 11.3 If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the Contract Officer.
- 11.4 Until and/or unless a change to the Charges is agreed by DFID pursuant to clause 11.3 the Supplier shall continue to perform the Services in accordance with its existing obligations.

## **12. Malicious Software**

- 12.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available [from an industry accepted anti-virus software vendor] to check for and delete Malicious Software from the ICT Environment.
- 12.2 Notwithstanding clause 12.1 if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DFID Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 12.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 12.2 shall be borne by the parties as follows:
- 12.3.1 by the Supplier where the Malicious Software originates from the Supplier's Software, the Third Party Software or the DFID Data (whilst the DFID Data was under the control of the Contractor); and
- 12.3.2 by DFID if the Malicious Software originates from the DFID Software or the DFID Data (whilst DFID Data was under the control of DFID).

## **13. Disclosure of Information**

- 13.1 The Supplier and the Supplier's Personnel shall not, without the prior written consent of DFID, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this contract without the prior written consent of DFID.

#### **14. Intellectual Property Rights**

- 14.1 All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Supplier or the Supplier's Personnel pursuant to the performance of the Services ("the Material") shall be the property of the Supplier.
- 14.2 The Supplier hereby grants to DFID a world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material.
- 14.3 For the purpose of Clause 14.2, "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

#### **15. Official Secrets Acts**

- 15.1 The Supplier shall ensure that all members of the Supplier's Personnel are aware that the Official Secrets Acts 1911 to 1989 apply to them.

#### **16. Access and Audit**

- 16.1 The Supplier shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Supplier shall keep the Records throughout the duration of this Contract and in line with Clause 8.7 above.
- 16.2 The Supplier shall upon request provide DFID or its representatives including the National Audit Office, unrestricted access to the Records in order that the Records may be inspected and copied. The Supplier shall co-operate fully in providing to DFID or its representatives answers to such enquiries as may be made about the Records.
- 16.3 Where it is found by DFID that any overpayment has been made to the Supplier the Supplier shall reimburse DFID such amount within 28 days of the date of DFID's written demand.

#### **17. Corruption, Commission, Discounts and Fraud**

- 17.1 The Supplier warrants and represents to DFID that neither the Supplier nor any of the Supplier's Personnel:
- (a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
  - (b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID, whose written consent was subsequently given to such payment.
- 17.2 Neither the Supplier nor any of the Supplier's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.
- 17.3 The Supplier undertakes that neither the Supplier nor the Supplier's Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the Supplier of its obligations under the Contract and shall immediately notify DFID of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.
- 17.4 DFID and the Supplier will immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by DFID, including credible suspicion of or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

DFID have an expert fraud investigation unit, that should be contacted in the first instance at [fraud@dfid.gov.uk](mailto:fraud@dfid.gov.uk) or +44 (0)1355 843551. All suspicions will be treated with the upmost confidentiality.

## **18. Conflict of Interest**

- 18.1 Neither the Supplier nor any of the Supplier's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 18.2 The Supplier and the Supplier's Personnel shall notify DFID immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

## **19. Discrimination**

- 19.1 The Contractor shall not unlawfully discriminate either directly or indirectly on protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 19.2 The Supplier shall take all reasonable steps to secure that the Supplier's Personnel do not unlawfully discriminate as set out in Clause 19.1.

## **20. Environmental Requirements**

- 20.1 The Supplier shall take all reasonable steps to protect the environment in relation to the performance of the Services and shall comply with all applicable environmental laws, regulations and DFID practice.

## **21. Insurances**

- 21.1 The Supplier shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.
- 21.2 At the request of DFID, or its representatives, the Supplier shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

## **22. Indemnity**

- 22.1 Except where arising from the negligence of DFID or DFID's employees, the Supplier shall indemnify DFID in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by the Supplier or the Supplier's Personnel or any claims made against DFID by third parties in respect thereof.

## **PROCUREMENT AND EQUIPMENT**

### **23. Procurement**

- 23.1 Subject to Clause 23.4 all Equipment to be procured pursuant to this Contract and paid for by DFID shall be procured by a DFID registered procurement agent, acting as agent of DFID ("the Procurement Agent").
- 23.2 For the purpose of the appointment of a Procurement Agent and for this purpose only, the Supplier shall act as an agent of DFID.
- 23.3 The Supplier shall provide the Procurement Agent with sufficient details for the satisfactory procurement and delivery of Equipment and shall manage the Procurement Agent on DFID's behalf.
- 23.4 Where the total value of the Equipment is less than 50% of the Financial Limit or £100,000, whichever is less the Supplier may, subject to DFID's prior written consent, procure such Equipment.
- 23.5 All procurement of Equipment shall
- (a) be undertaken in accordance with DFID Guidance on Procurement of Goods and Environmental Procurement Policy or such other procedures as may be agreed in writing by DFID;
  - (b) achieve "Value for Money" and be conducted in a fully transparent manner;
  - (c) be on the basis that the ownership in Equipment shall vest in DFID, and shall be so marked.

- 23.6 "Value for Money" shall mean procuring at the optimum combination of whole-life cost and quality to meet requirements.

#### **24. Use of and Responsibility for Equipment**

- 24.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Supplier is not permitted unless DFID gives prior written consent.
- 24.2 The Supplier shall keep an up to date inventory of the Equipment its condition and location and make such inventory available to DFID immediately on request.
- 24.3 Subject to Clause 24.4 the Supplier shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Supplier shall notify DFID immediately the Supplier becomes aware of any loss of or damage to Equipment.
- 24.4 Except as required by law, the Supplier shall not insure Equipment. DFID shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Supplier's negligence and provided the Supplier obtains and pays to DFID such proper compensation as may be due from others.
- 24.5 The Supplier shall obtain DFID's instructions on the disposal of Equipment and comply with such instructions.

### **PRICE AND PAYMENT**

#### **25. Applicable Provisions and Financial Limit**

- 25.1 Unless different provisions are substituted in Section 4, Clauses 25 to 29 inclusive shall apply in relation to price and payment.
- 25.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Contract Officer.

#### **26. Fees**

- 26.1 Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

#### **27. Expenses**

- 27.1 Travel and living expenses will be paid at a rate consistent with the Schedule of Prices at Section 5 of the contract. All journeys by Rail or Air will be made by a class of travel that is no more than Standard / Economy.

#### **28. Invoicing Instructions**

- 28.1 Unless otherwise expressly provided in Section 4 or Section 5, invoices should be submitted monthly in arrears to the Accounts Payable Section, DFID Financial Management Group, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow, G75 8EA, and in accordance with the remainder of clause 28.
- 28.2 DFID shall unless otherwise expressly provided in Section 4 make payments due by direct credit through the UK Bank Clearing Systems (BACS). All invoices must contain details of the UK bank account to which payments are to be made.
- 28.3 Invoices should include a form of letterhead, the Purchase Order number, bear an original signature and be numbered sequentially and dated. Each invoice should state the period the services were provided using "from" and "to" dates. The final invoice presented in connection with this Contract should be endorsed "Final Invoice".
- 28.4 All invoices should correspond with the budget lines identified in the Schedule of Prices, Section 5 of this Contract.
- 28.5 DFID may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

- 28.6 Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. DFID reserves the right not to pay any amount due in respect of an invoice received by DFID more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

## **29. Payments**

- 29.1 Subject to DFID being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 29.2 Payment shall be made in sterling in the UK. Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in the London Financial Times "Guide to World Currencies" on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.
- 29.3 If for any reason DFID is dissatisfied with performance of this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event DFID shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 29.4 Should DFID determine after paying for a particular service that the service has not been completed satisfactorily, DFID may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

## **FORCE MAJEURE AND TERMINATION**

### **30. Force Majeure**

- 30.1 Where the performance by the Supplier of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Supplier and against which an experienced Supplier could not reasonably have been expected to take precautions, the Supplier shall promptly notify DFID in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 30.2 From the date of receipt of notice given in accordance with Clause 30.1, DFID may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forthwith.
- 30.3 If by the end of the Suspension Period the parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

### **31. Suspension or Termination without Default of the Supplier**

- 31.1 DFID may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Supplier and giving the reason(s) for such suspension or termination.
- 31.2 Where this Contract has been suspended or terminated pursuant to Clause 31.1, the Supplier shall:
- (a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
  - (b) provide to DFID, not more than 60 days after DFID notifies the Supplier of the suspension or termination of this Contract an account in writing, stating:
    - (i) any costs, if any, due before the date of suspension or termination;
    - (ii) any costs to be expended after the date of suspension or termination which the Supplier necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 31.3 Subject to DFID's approval DFID shall pay such amount to the Supplier within 30 days after receipt from the Supplier of an Invoice in respect of the amount due.

## **32. Suspension or Termination with Default of the Supplier**

- 32.1 DFID may notify the Supplier of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of DFID, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Supplier to remedy that dissatisfaction and the time within which it must be completed.
- 32.2 Where this Contract is suspended under Clause 32.1 and the Supplier subsequently fails to remedy the dissatisfaction DFID may terminate this Contract forthwith.
- 32.3 DFID may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:
- (a) the Supplier or any member of the Supplier's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
  - (b) the Supplier or any member of the Supplier's Personnel has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or the Anti-Terrorism Crime and Security Act 2001 or in breach of Clause 17 of this Contract; or
  - (c) the Supplier is an individual or a partnership and at any time:
    - (i) becomes bankrupt; or
    - (ii) is the subject of a receiving order or administration order; or
    - (iii) makes any composition or arrangement with or for the benefit of the Supplier's creditors; or
    - (iv) makes any conveyance or assignment for the benefit of the Supplier's creditors; or
    - (v) the warranty given by the supplier pursuant to Clause 41 is materially untrue; or
    - (vi) the Supplier commits a material breach of its obligation to notify DFID of any Occasion of Tax Non Compliance as required by Clause 41; or  
The supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID, are acceptable.
  - (d) the Supplier is a company and:
    - (i) an order is made or a resolution is passed for the winding up of the Supplier; or
    - (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Supplier.
  - (e) the Supplier is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the Supplier at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the Supplier are conducted in accordance with the wishes of that person.
- 32.4 Where this Contract is terminated in accordance with this Clause, the Supplier shall without prejudice to DFID's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.
- 32.5 Where this Contract is terminated pursuant to Clause 32.3(b) the Supplier shall pay DFID within 10 days of notification such amount as DFID shall have determined as the amount of any loss to DFID resulting from such termination together with the amount or value of any gift, consideration or commission concerned.



## **GENERAL PROVISIONS**

### **33. Variations**

- 33.1 No variation in the terms or scope of this Contract shall be effective without DFID's prior written consent and recorded in writing [in the form of a letter entitled "Contract Amendment No. "]. DFID shall have no liability in respect of work performed outside the Services set out in Section 3 .

### **34. Assignment**

- 34.1 Except where clause 34.2 applies, the Supplier shall not, without the prior written consent of DFID, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Supplier, any of its rights or obligations under this Contract or any part, share or interest therein.
- 34.2 Notwithstanding clause 34.1, the Supplier may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Contract (including any interest to which DFID is liable under the Late Payments of Commercial Debts (Interest) Act 1998). Any assignment under this clause 34.2 shall be subject to:
- (a) reduction of any sums in respect of which DFID exercises its right of recovery under clauses 29.3 and 29.4;
  - (b) all related rights of DFID under the contract in relation to the recovery of sums due but unpaid; and
  - (c) DFID receiving notification under both clauses 34.3 and 34.4.
- 34.3 In the event that the Supplier assigns the right to receive the Contract price under clause 34.2, the Supplier shall notify DFID in writing of the assignment and the date upon which the assignment becomes effective.
- 34.4 The Supplier shall notify DFID of the Assignee's contact information and bank account details to which DFID shall make payment.

### **35. Limit of Liability**

- 35.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Supplier or the Supplier's Personnel the Supplier's liability under this Contract shall be limited to the amount of the Financial Limit.

### **36. Retention of Rights**

- 36.1 Clauses 5.2(b),6,7,8,9,11,12, 13, 14, 15 16, 22, 23, 35.1, 37 and 38 of this Section 2 and any relevant clauses listed under Section 4 shall continue in force following the termination of this Contract.

### **37. Law**

- 37.1 This Contract shall be governed by the laws of England and Wales.

### **38. Amicable Settlement**

- 38.1 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures. If the parties fail to agree terms of settlement within 90 days of the initiation of the procedure the dispute may be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of any party. The initiation of the procedure is defined as the written request to CEDR by any party for mediation provided that such request is copied to the other party (ies).
- 38.2 The decision of the arbitrator shall be final and binding on both parties.
- 38.3 The seat and place of arbitration shall be London.

### **39. Transparency of UK Government Spend**

- 39.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not confidential information. DFID shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 39.2 Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for DFID to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 39.3 DFID may consult with the supplier to inform its decision regarding any exemptions but DFID shall have the final decision in its absolute discretion.
- 39.4 The Supplier shall assist and cooperate with DFID to enable DFID to publish this Contract.

#### **40. United Kingdom Income Tax and National Insurance Contributions**

- 40.1 Where the Supplier is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 40.2 Where the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 40.3 For those workers contracted on PAYE terms via the Supplier, their contract with the Supplier, signed in advance of any employment, will specifically state:
- “The Temporary Staff shall be engaged by and shall sign terms of engagement with the Supplier and at no stage shall be deemed to have employment or co-employment with DFID. The Supplier shall be responsible for payment of remuneration of the Suppliers Temporary Staff and for making statutory deductions and payment of all statutory contributions in response of earnings in relation to National Insurance and the administration of Income Tax (PAYE) applicable to the Contractors Temporary Staff by Law.”
- 40.4 Where the Supplier engages a limited company (“The Company”) on behalf of DFID, the contract they enter into sets out that The Company has responsibility for, and indemnifies the Supplier in respect of any tax and NI payments:
- “The Company shall indemnify the Employment Business in respect of any tax or employees national insurance together with any interest of penalties, costs or expenses incurred or arising out of or in connection with any such payments.”

#### **41. Tax Compliance**

Particularly relating to occasions of Disclosure of Tax Avoidance Schemes (DOTAS) in line with General Anti-Abuse Rule (GAAR)

- 41.1 The Supplier represents and warrants that as at the Effective Date, it has notified DFID in writing of any Occasions of Tax Non-Compliance or any litigation that is involved in that is connection with any Occasions of Tax Non-Compliance.
- 41.2 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- (a) notify DFID in writing of such fact within 5 Working Days of its occurrence; and
  - (b) promptly provide to DFID:
    - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - (ii) such other information in relation to the Occasion of Tax Non-Compliance as DFID may reasonably require.

## **Section 3**

### **Terms of Reference**

#### **Strengthening Government Social Protection Systems for the Poor (SGSP) in Bangladesh, 2013 – 2017**

##### **1. Objective**

UK Department for International Development (DFID) seeks to contract a Service Provider (SP) to provide technical assistance (TA) to the Ministry of Finance (MoF), Government of Bangladesh (GoB) to implement key components of UK funded Strengthening Government Social Protection Systems for the Poor (SGSP) programme. The TA support will aim to improve social protection policy-making, strategic planning, financing, implementation and monitoring and to build individual and organisational capacity.

This support will be provided mainly to the Finance Division, MoF, where a new Social Protection Unit (SPU) is planned. But it will also include six (6) implementing Line Ministries (LMs) - the Ministry of Social Welfare (MSW), the Ministry of Primary Education (MOPME), the Ministry of Women and Children's Affairs (MOWCA), the Ministry of Education (MoE), the Ministry of Health and Family Welfare (MoHFW) and the Ministry of Disaster Management and Relief (MoDMR). Overall, the purpose of the technical assistance provided under this contract is to ensure that the MoF and implementing LMs are equipped to deliver their roles in the reform of the social protection programmes in Bangladesh. The underlying objective therefore is to transfer skills and capacity to these organisations.

The contract will run from (approximately) July 2014 to October 2017. The contract will include a six-month Inception Phase (July - Dec 2014). The implementation phase will therefore run from January 2015 to October 2017 - a period of two years and ten months.

Technical assistance will be the main support required from the SP. It will combine international and national expertise over short and long term assignments. A pool will be established by the SP to source most of the short term TA. A modest programme management function to support the timely and quality delivery and use of TA and funds will be required.

A flexible fund of approximately £2 million will need to be provided by the SP and managed in accordance with DFID guidance to cover capacity building initiatives, research and communications.

This SP is required to deliver only part of the overall SGSP programme. In addition, there are four other implementing partners - the United Nations Development Programme (UNDP), the World Food Programme (WFP), the World Bank and the Manusher Jonno Foundation (MJF), a local Bangladeshi NGO. The SP will be required to collaborate effectively with these partners in order to ensure the delivery of programme outputs and the achievement of outcomes with the GoB.

##### **2. The Recipient**

The primary recipient of these services will be the Government of Bangladesh. In the longer term, the SP will also support activities and outcomes of the broader SGSP programme.

##### **3. Scope of Work**

The service provider will have a team positioned alongside the newly created Social Protection Unit at the Ministry of Finance in Dhaka. In addition there will be a team of technical assistants to support LMs to conduct detailed diagnostic work on a range of social protection programmes with potential for scale up.

The contract for service provision will be divided into a 6 month Inception Phase, followed by an Implementation Phase of 2 years and 10 months.

The GoB recognises the need for the changes that this programme will support. Technical assistance provided through this contract will assist Ministries to improve the evidence base across a range of areas related to social protection - e.g. targeting, leakages, size of transfers, conditions and their effect, political economy constraints, beneficiary feedback, nutrition, gender, graduation, poverty reduction outcomes and results. A newly developed management information system to track expenditure and results will make such (new, high quality) information available to decision-makers. Detailed diagnostics of a number of significant public sector programmes will be used to develop costed programme reform plans. In this way policy development and programme implementation and monitoring will be systematically improved.

It is vital that GoB take ownership of this technical support and that capacity development efforts are driven by GoB and guided by DPs and external support. It is important that the SP develops innovative ways of building capacity. It is important too that the efforts to reform the social protection system 'from the inside' are complemented by and linked to efforts to press for change from the outside. Connecting the work (beneficiary feedback, grievance mechanisms) of the NGOs funded through the Manusher Jonno Foundation to the work done through this SP contract could enhance the chances for meaningful change in the way things are done.

The **Inception Phase** activities against which the performance of the service provider will be assessed include (but may not be restricted to):

- Mobilising Inception Phase staff to site as agreed on contract signature;
- Establishing an appropriately equipped office within MoF property along with a forward plan for adapting and strengthening arrangements;
- Establishing contact and developing strong relationships with SPU and MoF, all the implementing Line Ministries and the DFAT and DFID teams in country;
- Establishing contact and developing relationships with other agencies involved in the overall SGSP programme - Planning, the Cabinet Office, the Bangladesh Statistical Service UNDP, WFP, the World Bank and Manusher Jonno Foundation;
- Supporting the MoF in holding the first programme management and governance meeting on the MoF 'arm' of the programme (including confirming participation, setting the agenda, acting as Secretariat and any other roles reasonably agreed with MoF);
- Participating as required/agreed with Planning/UNDP on the management and governance meetings on the other 'arm' of the programme;
- Supporting (as agreed with MoF, Planning, office of the Cabinet Secretary and partners) the first meeting of the overall programme SC;
- Assisting - as appropriate - in developing a draft ToRs for the SC;
- Designing the programme's working (policy) baseline for execution in the early part of the Implementation Phase;
- Designing the overall monitoring framework for the programme's support;
- Validating and finalising with appropriate stakeholders the list of programmes identified for detailed diagnostic work;
- Developing/refining an outline methodology for the SP programme diagnostic work, bearing in mind work already done through the World Bank support for the MoFDR;
- Developing - through close consultation on the precise requirement - an outline for work required on the MIS with MoF and LM input, including developing indicative options and broad cost estimates for partners to consider, and considering also possible links to the Poverty Database being established by the BSS with World Bank support and other relevant information management initiatives;
- Developing an indicative SP research plan for the programme in consultation with relevant stakeholders and based on the identification of key policy and programming gaps - to be further developed and finalised in the early Implementation Phase;
- Finalising log-frame indicators and milestones with key programme partners;
- Designing an Operations Manual covering health, safety, communications, security and procurement;

- Developing a (revised/finalised) value-for-money strategy for the programme (including specific year-on-year efficiency targets demonstrating commitment to continual cost savings and systems improvements);
- Developing - through discussions with partners - a detailed Implementation Plan for Year 1 with benchmarks, milestones, targets agreed;
- Setting this Year 1 Implementation Plan in the context of a whole programme three-year plan;
- Ensuring the above contains a revised programme risk assessment (revised from tendered assessment based on experience on the ground);
- Clarifying and finalising how the flexible fund will work in practice - developing guidelines to illustrate;
- Responding proactively to any appropriate, urgent short term TA requests from - or channelled through - MoF;
- Agreeing the timing of programme reporting, formats for financial and technical reports;
- Agreeing an appropriate mix of input and output-based programme management performance benchmarks; and
- Delivering an Inception Phase report for DFAT, DFID and GoB that synthesises progress made and plans (with regard to all the above).

For the full **Implementation Phase** of the programme a range of generic as well as output specific tasks are anticipated (but not necessarily restricted to) for the Service Provider.

Generic tasks include:

- Overall programme management and planning - including (but not restricted to) resource planning for value for money, quality assurance, project appraisal and risk assessment and mitigation;
- Provision of short and long term technical assistance (and as required management) support to the SPU in the MoF (e.g. in relation to evidence base development, policy formulation, considering financial allocations, guideline, procedures and protocol development, monitoring and evaluation system etc);
- Technical and logistical support as required to facilitate policy dialogue between GoB and its main donors in this area (primarily DFID and DFAT in the context of this programme);
- Provision of technical assistance to implementing Line Ministries (LMs) and departments in implementation of SGSP (e.g. considering a wide range of issues linked to 'diagnosing' a limited number (10) of key programmes - focusing on targeting, enrolment and awareness-raising, allocating resources, implementing according to guidelines, considering nutritional and other outcomes, modelling size of transfer/impact, monitoring and evaluation, etc);
- Managing and reporting on a flexible fund made available for the provision of short-term consultants;
- Developing an innovative and effective approach to capacity development;
- Capacity development of MoF and LMs in various areas (e.g. public finance management and SP, human resource management in SP, SP financing etc);
- Supporting the efficient and effective functioning of the programme's governance structure and liaison with relevant interested parties to this effect;
- Developing draft protocols to govern the working relationship between the SP TA and GoB staff in post
- Developing regulations on use of allowances for consultants and government staff under the programme;
- Developing job descriptions for all long term TA to be recruited by the programme (as well as supporting the same for the SPU staff as required);
- Supporting and coordinating and collaborating with the evaluation initiative;
- Financial management, including providing and facilitating appropriate audit provision (as specified later in these ToRs) and any other form of financial or commercial review;
- Monitoring and reporting on the progress of the programme against an agreed framework - including on progress towards the delivery of outputs and the achievement of programme outcomes.

**Output 1 - improved GoB capacity to develop social protection policy and budgets and coordinate and monitor the implementation of the social protection system** - will involve:

- Close and continuous dialogue with the programme's main GoB interlocutors on their requirement for support to the reform process;
- Support for the GoB to finalise (as required) and to begin (planning for) the implementation of the new National Social Protection Strategy (NSPS) by providing appropriate technical assistance;
- Carry out a training needs assessment (or similar) for staff at the MoF/SPU and LMs, preparing training guidelines and procedures etc placing value for money at the centre of considerations;
- Assist where appropriate in building the capacity of the SPU for improved policy, sector oversight and resource allocation;
- Liaise and work with WFP, UNDP and the World Bank to coordinate the delivery of training and capacity building needs for relevant government staff based at SPU and line ministries; and
- Research and discuss with MoF and other GoB partners the parameters for a new programme-based social protection MIS - developing the process and product to meet agreed specifications, testing the MIS within the timeframe provided by the programme and developing the capacity in appropriate areas to establish, update, access and use the MIS.

**Output 2 - Ministries and Departments of the GoB able to access and use a strengthened evidence base on poverty, vulnerability, nutrition and social protection** - will involve strengthening the evidence base across a potentially very wide range of issues. These could be national, regional or programme specific. They might include:

- political economy analyses of specific schemes or specific regions;
- analysis on the fiscal space and affordability of SP;
- poverty incidence of targeting, appropriate forms and mixes of targeting and ways of improving targeting;
- identification of delivery systems for maximizing impact;
- identifying international good or best practice in specific areas of SP and its relevance for Bangladesh;
- social protection in the Bangladesh urban context;
- appropriate transfers - size, nature (modality) and sequencing;
- coverage and transfer size;
- nutrition in the context of SP provision in Bangladesh;
- international experience with rationalising SP provision; and
- gender outcomes and SP etc

The design for this programme considered which programmes to focus on. The conclusions are captured in the table below. It is possible that this list could be modified at the margin (but only at the margin). It is also possible that not all of these programmes will be fully diagnosed. Some work in this direction should be done in the Inception Phase.

Ministry	Scheme
Ministry of Social Welfare	Old Age Allowance Widows' Allowance Disability Benefit Child disability grant
Ministry of Primary Education (MOPME)	Primary Stipend
Ministry of Women and Children's Affairs (MOWCA)	Maternity Allowances
Ministry of Education	Secondary Stipends
Ministry of Health and Family Welfare	Maternal Vouchers
Ministry of Disaster Management and Relief	Voluntary Group Development (VGD), Food for Works Scheme

Indicative tasks related to the delivery of this output include:

- Consulting widely on possible research gaps and policy priorities in the broad area of social protection;
- Developing and agreeing with the MoF and other SP stakeholders an appropriate operational and reform-focused research framework for the duration of the programme;
- Identifying how operational and policy-focused research questions can best be answered by combining the resources of the programme (short and long term TA, other) - and possibly other resources available - in a research plan;
- Developing an approach to managing shorter run evidence priorities of GoB;
- Developing an approach to communicating and disseminating new data, information and knowledge within and outside GoB; and
- Considering how the use of new data and information can be captured by the programme for the purposes of programme monitoring and evaluation.

Output 3 - **costed plans developed for the reform of priority social protection schemes** - will involve:

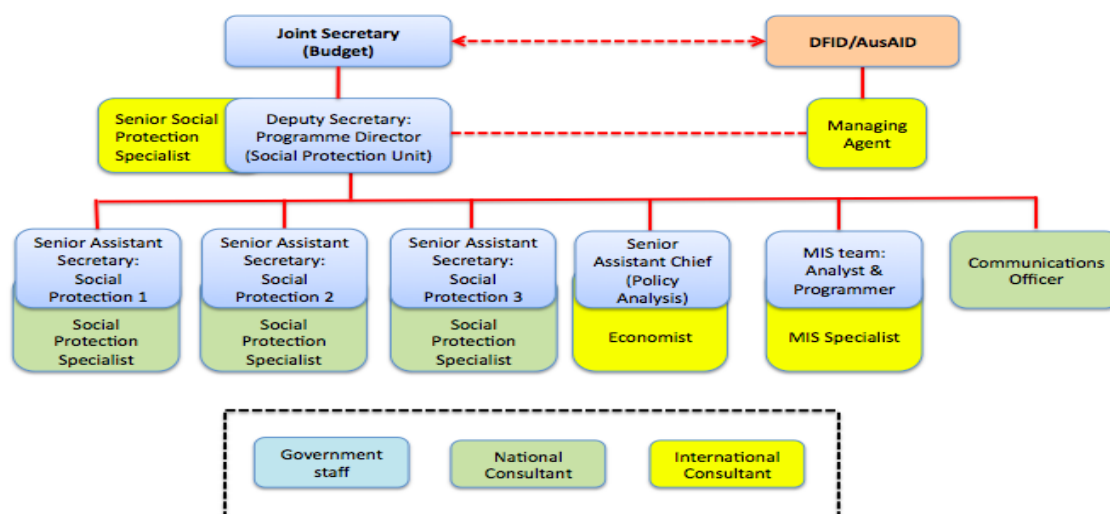
- Consulting with the Bank on their approach to programme diagnosis and institutional assessment in the MoFDR;
- Developing and agreeing a detailed methodology and ToRs for the programme diagnostic work that fully engages and builds the capacity to the extent possible of involved Line Ministries;
- Negotiate agreement on the above with relevant Ministries;
- Support Ministries to communicate effectively with lower tiers of government that implement relevant safety net programmes;
- Developing prioritised and sequenced plans for rolling out the diagnostic work and reform options/costing;
- Develop a detailed risk management tool for the diagnostic exercise;
- Consider how the beneficiary feedback on programmes captured by NGOs through MJF can be incorporated into the diagnostic work;
- Implement the diagnostic across the finally agreed programmes;
- Support the analysis and reporting on data and information captured during the diagnostic work;
- Facilitate the dissemination and communication of reports;
- Support the synthesis analysis of all the information gathered across programmes; and
- Facilitate discussion and policy and programme decision-making based on this new information.

#### 4. Expertise Required

This ToR describes a quite specific TA requirement. This has been discussed with the MoF of the GoB - and other stakeholders - and reflects their need at that time. The MoF-specific long term TA requirement is shown in the figure below.

If bidding companies or consortia think that a different combination of TA, provided in a slightly different way, could deliver the same or a higher quality overall outcome at a lower cost they should feel free to propose such a combination for the evaluation team to consider.

A core TA team working alongside members of the SPU in the MoF will comprise long term international and national TA.



\* AusAid is now merged with the Australian Government Department of Foreign Affairs & Trade (DFAT)

It is envisaged that international expertise for the SPU will be required to fill the following positions:

- A senior social protection policy specialist and overall technical lead - this person will work alongside and support the Deputy Secretary and Team Leader of the SPU. S/he will advise on the overall strategic direction and specific policy and programme issues. S/he should have an outstanding career and substantial leadership and senior management experience (at least 15 years) in SP with particular skills, experience and a demonstrable track record in influencing policy and strategy and policy formulation and implementation. The specialist will likely have worked with developing country government departments (and preferably Finance Ministries) in reforming social protection provision. The specialist will possess skills and experience in a combination of the following areas - shaping sustainable approaches to capacity building in the public sector, SP M & E, political economy, SP research and analysis, PFM and SP financing. Bangladesh and/or South Asian experience will be required.
- A social protection economist - this person will work alongside the Senior Assistant Chief (Policy Analysis). S/he should have at least ten (10) years of experience as a development economist, preferably with some specialisation in the economics of social protection. The economist will be expected to support work that connects, economically, the long term strategic work of Planning and the resource allocation work of Finance. Skills and experience looking at micro- and programme specific economics (and value for money and cost/benefit analysis) should be combined with more macro- and sector-wide competence. Budget analysis, PFM and the ability to design and run micro-simulation models will be required. Bangladesh and/or South Asian experience will also be required.
- An MIS specialist - will work with the MIS team proposed by the MoF. S/he will have the technical skills to lead on the design, implementation and performance monitoring of a new SP programme MIS as well as the human/institutional aspect of introducing and building capacity to enable the MIS. S/he will have done similar and most likely more complex MIS designs and implementation, preferably with some experience on MIS for SP programmes. A minimum of 5 years of experience will be required. Bangladesh and/or South Asia experience is desirable.



National experts are required to fill three (3) social protection programme positions to work alongside and support a team of three (3) Senior Assistant Secretaries on social protection, as well as a communications specialist. The SP national specialist should have significant operational and/or research experience with social protection programmes in Bangladesh (and preferably overseas) - at least five (5) years. There should be substantive knowledge, skills and experience within the national team on cash and asset transfers, including forms of food transfer, as well as nutrition. Social development experience and in particular skills in vulnerability, gender and social exclusion analysis will be required in the team. Expertise on approaches to targeting and M & E SP will be important as well as institutional development and capacity-building.

A national communications specialist is also required to assist in developing and implementing the communication strategy for SP reforms, for new research and evidence and for the SGSP support to both. Communications work will need to combine communications amongst reform and programme partners; and communication with a much wider and segmented audience. It will have various purposes and will use various products and means. The specialist should be skilled across a range of media/communications options in Bangladesh and should have experience working in fields and on subjects related to this.

On the Line Ministry side, the Service Provider will place a national SP specialist in each of Line Ministries involved for a period of 2 years. For preference at least some of these specialists will have some (positive) experience of working with the Ministries and programmes to which they will be assigned.

A senior Social Protection specialist based at SPU will support and oversee the work of the specialists working in the Line Ministries, ensuring consistency of approach where it is needed and an effective link and flow of information between LM implementing programmes and the MoF funding them.

Importantly, in addition to the long term TA requirement of the MoF and LMs specified above, the Service Provider will provide and manage a fund for short term consultancies. It is expected that a substantial pool of international and national short term experts will be identified by bidders. This should cover the range of technical expertise the bidder anticipates could be required over a three year programme of the nature spelled out in the BC and other documents.

Finally, it is expected that the SP will provide programme management support in country. This could perhaps take the form of a shared TA/PM role if the skills and experience can be demonstrated and the dual role made to work. More likely, it will require a separate PM post.

## **5. Timing, Management & Communication**

The contract for the management of SGSP will be for a total period of up 3 years and 4 months (Inception and Implementation Phases) assuming a date of contract issue in July 2014. The contract may be extended for up to 2 years subject to continued need, review recommendations, performance of the supplier and budget availability. Any such extension shall be considered using the Negotiated Procedure.

The indicative timeframe for tendering, contracting, inception and implementation are as follows:

- Project Tender: Jan - July 2014
- Target date for signature of contract/start of services: July 2014
- Inception phase: July - December, 2014
- Implementation Phase start: January, 2015
- Contract end date: October, 2017.

The Service Provider will report to DFID Bangladesh Extreme Poverty Team, comprising the Poverty and Social Protection Adviser and Programme Manager, with regard to any technical or project management issues. Contractual issues should be referred to DFID Procurement Group.

In addition the Service Provider will report operationally to the Project Director based at the SPU and appointed by Government of Bangladesh. Working Group and SC meetings are forums (amongst other things) for planning and reporting progress.

DFID's Poverty and Social Protection Adviser, supported by the DFID and DFAT programme management teams will perform the oversight function on behalf of DFID and DFAT.

The programme will be overseen by DFID in the first year through the monthly Working Group meetings. In subsequent years, it is envisaged that formal review meetings will be held less often, perhaps quarterly. DFID/DFAT may require further ad hoc review meetings with the SP in which case the Project Director will always be invited to attend.

The programme will be reviewed annually using DFID's Annual Review reporting process and template. A project completion review will be done at the end of the programme.

The SP will be expected to submit an Inception Phase report after six months and thereafter brief quarterly reports as well as an annual report.

## **6. Procurement**

The SP will be obliged to follow best procurement practice in procuring goods and services under 'sub-contracts', conducting fair and open competitions, and apply DFID's aid untying policy, which allows suppliers from anywhere in the world to tender for DFID funded contracts. All the documents pertaining to such procurement shall be properly maintained for post review by DFIDB. SPU staff will also be involved in selection of consultants as appropriate.

The Contracting Authority for any expertise procured will be the Service Provider. The SP will enter into contracts in their own right to provide the specified services and will be responsible for the performance and associated risks of all consultants provided.

## **7. Deliverables**

**Inception Phase (6 Months):** An inception report will be required by month 6 from the start date. This will include:

- work plans, revisions and indicative designs as described in the scope of work. This report should set out how, finally, the SP understands the programme and how it proposes to implement it. It should identify clearly any significant changes needed to the initial BC, logframe and the tendered designs.
- The work plan will include details of expected results, staff deployment plans and costs for the whole project with yearly breakdowns.
- The report should also propose a set of performance indicators on how the SP will achieve outputs

The transition from Inception to Implementation will be subject to DFID approval of the final Inception Report. After completion of the Inception Phase, these Terms of Reference will be fully updated to reflect requirements for the Implementation.

**Implementation Phase:** Reports (Narrative & Financial) will be prepared and submitted on quarterly and annual bases from the start of the implementation phase. Detailed and costed annual work plans will be required at the beginning of each year of the programme. The timing of annual reports should be at least two weeks prior to the DFID Annual Review of the overall SGSP programme. The report will detail progress against logical framework outputs and activities.

Quarterly reports will include full progress reports detailing the deliverables achieved in the preceding quarter and any proposed corrective action. The report will be supported by an annex providing details of

staff deployed and costs incurred; a work plan will be required for the next quarter detailing the expected deliverables, staff deployment and project costs.

## **8. Performance indicators**

As noted above the final mix of performance indicators and input-based delivery will be decided during the Inception Phase. Output-based performance indicators *could* focus on the more predictable aspects of output delivery such as the MIS (Output 1) and the programme diagnostics and the costed reform plans (Output 3).

Other possible sources of performance information - such as published or disseminated research, policy briefs and communications materials - will become more predictable as the programme progresses. It is unlikely that they will be usefully specified at Inception.

More generally, as a programme that mainly supports strategy and policy overall delivery is unlikely to be linear and predictable. Therefore a fully performance/output based approach is unlikely to be appropriate.

DFID and DFAT will monitor the performance of the SP during annual reviews of the programme, the mid-term review and an end-of-programme review. Annual audits will monitor the financial management performance of the Service Provider.

## **9. Budget and Finance**

The total budget for this contract, as a component of the overall SGSP programme, is fixed at £ 9.27 million, which includes £1.82 million to be co-funded by Australian DFAT. A majority of the total budget is expected to cover fees (and reimbursables) towards long term TA. Within this total budget, two components are included viz. (i) a ring-fenced amount £500,000 will be made available for short term TA - the contents and processes for a short term TA pool should be specified in bids, and (ii) A flexible fund for capacity development, research and communications of around £ 2 million should also be established by the SP. It should be clarified in bids how this will be financed and managed.

The draft budget developed during the design of the BC is provided to all bidders in its entirety. Bidders are encouraged to use this as a guide, at the same time using their experience to consider their best value for money offer against the evaluation criteria established in the tender documentation.

Bidders are expected to pre-finance all costs incurred for general management support, technical assistance, training, research and communications. The successful SP will invoice for the costs incurred from DFID monthly in arrears or within the agreed payment periods during the contract inception period.

DFID will conduct an annual audit on the SP expenditure within 3 months of the end of the financial year. DFID will also conduct financial spot checks on the SP.

## **10. DFID Co-ordination**

DFID Bangladesh's Poverty and Social Protection Adviser, Extreme Poverty Team, will provide strategic oversight and advice to the implementation of the SGSP programme and will monitor delivery and progress. Cross cutting inputs will also be provided by other DFID B advisers (as necessary) e.g. on education, health, climate change, results, nutrition and livelihoods.

## **11. Constraints and Dependencies**

The current unstable political scenario may continue after the election scheduled for January 2014. If so, this could cause delays in project work and also lead to increased security concerns for international consultants.

The SP will advance resources which will be reimbursed by DFID through milestone/deliverable linked payments.

The successful service provider will be obliged to follow best procurement practice in procuring goods and services under 'sub-contracts', conducting fair and open competitions, and apply DFID's aid untying policy, which allows suppliers from anywhere in the world to tender for DFID funded contracts. All the documents pertaining to such procurement shall be properly maintained for post review by DFID.

The contract will be issued for the full period, but subject to acceptance of deliverables and satisfactory performance of the SP. This will be assessed at the end of the inception phase. If DFID decides not to proceed, the contract will be terminated at no cost to DFID. The contract for 2016/17 will be subject to the mid-term review. If circumstances require further extension beyond the original contract duration/agreed extensions, DFID will consider doing so by means of the negotiated procedure.

Relevant payments specific to the deliverables above will be linked to successful achievement of the deliverables.

## **12. Duty of Care**

DFID has launched the 'Duty of Care to Suppliers' policy. This policy aims to clarify DFID's position in relation to Duty of Care (DoC) and how it will be addressed as part of our risk management and procurement processes. The policy has a particular focus on Suppliers who will be operating in dangerous environments. Further information on this policy and how it will be applied to DFID's procurement processes can be found at <http://www.dfid.gov.uk/Work-with-us/Procurement/Duty-of-Care-to-Suppliers-Policy/>.

Substantial part (more than 70%) of SP services including long term residency under this contract will be based at Dhaka. Only a small percentage of the work might span other regions of Bangladesh that may include the Chittagong Hill Tracts, which is assessed as a medium risk zone within the country. This will not affect the risk rating of the overall intervention that remains at low as the duty station of all of the SP staffs will be Dhaka with infrequent travel outside. The project will be implemented subject to the usual restrictions and timing constraints that events such as elections, national/religious holidays, stakeholders' availability, cross-working with other implementing partners or donors, security or transport restrictions may pose.

If at a subsequent stage the risk assessment escalates to 'medium' or 'high', then the programme team will conduct a risk assessment at that stage and share it with the service provider and satisfy themselves that they can manage the DoC in the revised environment.

If at any stage there are concerns that the service provider cannot manage DoC for a particular region, they may be precluded from operating in that region. The ability of the Supplier to manage DoC will be a pre-condition of the contract.

The Service Provider is responsible for the safety and well-being of their personnel and third parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

DFID will share available information with the SP on security status and developments in-country where appropriate. All Supplier Personnel will be offered a security briefing by the British High Commission and DFID on arrival. All such Personnel must register with their respective embassies to ensure that they are included in emergency procedures. A copy of the DFID visitor notes (and a further copy each time these are updated) will be provided to the SP which may be used to brief personnel on arrival.

The SP is responsible for ensuring appropriate safety and security briefings for all of their personnel working under this contract. Travel advice is also available on the FCO website. The SP must ensure they (and their Personnel) are up to date with the latest information.

The subjective assessment for Dhaka and Chittagong is provided is annex to this ToR.

#### **Annexure**

- SGSP Business Case with Annexes including Logframe
- Design Report.

## **Agreement to include after Post Tender Clarification**

### **The Pre-Inception Phase (3.5 months)**

The key objective, during this Phase, is to provide technical support and facilitate the DFID Consultant in developing and finalising the Technical Project Proforma (TPP) documentation for submission to the Ministry of Finance (MoF) for final approval.

This will be achieved through the provision of continuous support over a three month period by the core team (Team Leader, MIS Specialist and Senior Economist) covering management information systems, institutional structures and process, budgeting, costings and work plans, supporting the Lead Consultant and DFID team and, ensuring consistency and alignment of the TPP documentation with the DFID Business Case.

The Strategic Advisor will provide 20 days of technical support in the areas of capacity development and will be supported by inputs (20 days) from the national Institutional Development and Capacity Building specialist and, through targeted inputs by the Service Provider in-house staff.

### **Timing, Management & Communication**

The contract for the management of SGSP will be for a total period of up 32.5 months covering the following:

- 3.5 months Pre-inception from December 14th to March 31st 2015.
- 6 months Inception from April 1st 2015 to September 30th 2015.
- 23 months implementation from October 1st 2015 to August 31st 2017.

### **Deliverable for Pre-Inception Phase**

Provide technical support and facilitate the DFID Consultant in developing and finalising the Technical Project Proforma (TPP) documentation for submission to the Ministry of Finance (MoF) for final approval.

## DUTY OF CARE - SUMMARY RISK ASSESSMENT MATRIX

### DFID Overall Project/Intervention Summary Risk Assessment Matrix

**Country:-**Bangladesh

**Date of re-assessment:** 26<sup>th</sup> January, 2014

**Assessing official:**

Theme	DFID Risk score	DFID Risk score
	Bangladesh except Chittagong Hill Tracts	Chittagong Hill tracts
OVERALL RATING <sup>1</sup>	2	3
FCO travel advice	2	3
Host nation travel advice	Not available	Not available
Transportation	3	3
Security	3	3
Civil unrest	2	4
Violence/crime	3	3
Terrorism	3	3
War	1	1
Hurricane	2	2
Earthquake	2**	3**
Flood	2	3
Medical Services	3	3
Contract Specific marking	?	?

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
Low		Medium	High Risk	

\*\* = Based on <http://0.tqn.com/d/geology/1/0/a/i/1/india.png>

Programme Managers should not amend any of the marks within the table above apart from adding a mark for “contract specific Marking” for each specific Contract. If this mark is 3 or higher they should consult Senior Managers or Commercial Adviser to determine whether the overall score for the contract should be a 3 – in such a case they should seek agreement from the HoO and follow procedure for medium risk cases set out in DoC Policy.

<sup>1</sup> The Overall Risk rating is calculated using the mean function which determines the average/likely occurring value. In most cases in Bangladesh this will reflect highest occurring group of numbers containing 2 or below and/or 3 and above as basis for the calculation of overall Risk Marking.