



CALLDOWN CONTRACT

Framework Agreement with: Coffey International Development Limited

Framework Agreement for: Global Evaluation Framework Agreement

Framework Agreement Purchase Order Number: PO 7448

Call-down Contract For: DFID Merged Districts of Khyber Pakhtunkhwa (KP) Bilateral Programme – The Planned DFID KP Merged Districts research Hub

Contract Purchase Order Number: PO 8460

I refer to the following:

1. The above-mentioned Framework Agreement dated **12 September 2016**;
2. Your proposal of February 2019

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **10 May 2019** (“the Start Date”) and the Services shall be completed by **10 May 2021** (“the End Date”) unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to the DFID Pakistan (“the Recipient”).

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed **£800,320** (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause shall be enforced.

Milestone Payment Basis

Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At



each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant this clause are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

4.1 The Project Officer is:

[REDACTED]
DFID Pakistan
[REDACTED]

4.2 The Contract Officer is:

[REDACTED]
Procurement and Commercial Department
Department for International Development
[REDACTED]

5. Key Personnel

5.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

All personnel identified within the Technical and Commercial Proposals cannot be substituted by the Supplier without DFID's prior consent. The substitute's qualifications and expertise should match that of the key personnel being replaced and DFID will require copies of CV's for each proposed substitute.

6. Sub – contractors

6.1 The following of the Supplier's sub-contractors cannot be substituted by the Supplier without DFID's prior written consent:

GLOW Consulting

7. Reports

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

8. Duty of Care



- 8.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:
- 8.2 The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- 8.3 The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
- 8.3.1 Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
 - 8.3.2 Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- 8.4 The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 8.5 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.
- 8.6 Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

9. Schedule 3: Insurance Requirements

9.1. OBLIGATION TO MAINTAIN INSURANCES

- 9.1.1 Without prejudice to its obligations to DFID under this Agreement and/or any Call Down Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 2 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.
- 9.1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent Agreement and/or any Call Down Contractor in respect of risks insured in the international insurance market from time to time.
- 9.1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.



- 9.1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals' clause under which DFID shall be indemnified in respect of claims made against DFID in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

9.2. GENERAL OBLIGATIONS

- 9.2.1 Without limiting the other provisions of this Agreement and/or any Call Down Contract, the Supplier shall:
- 9.2.2 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent Agreement and/or any Call Down Contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 9.2.3 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 9.2.4 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

9.3. FAILURE TO INSURE

- 9.3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 9.3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, DFID may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and DFID shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

9.4. EVIDENCE OF POLICIES

- 9.4.1 The Supplier shall upon the Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to DFID, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 2. Receipt of such evidence by DFID shall not in itself constitute acceptance by DFID or relieve the Supplier of any of its liabilities and obligations under this Agreement.

9.5. AGGREGATE LIMIT OF INDEMNITY

- 9.5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 9.5.2 if a claim or claims which do not relate to this Agreement and/or any Call Down Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to DFID:



(a) details of the policy concerned; and

(b) its proposed solution for maintaining the minimum limit of indemnity specified; and

9.5.3 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement and/or any Call Down Contract are paid by insurers, the Supplier shall:

(a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement and/or any Call Down Contract; or

(b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to DFID full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

9.6. CANCELLATION

9.6.1 The Supplier shall notify DFID in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

9.7. INSURANCE CLAIMS

9.7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement and/or any Call Down Contract for which it may be entitled to claim under any of the Insurances. In the event that DFID receives a claim relating to or arising out of the Services or this Agreement and/or any Call Down Contract, the Supplier shall co-operate with DFID and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

9.7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of **£8,000** relating to or arising out of the provision of the Services or this Agreement and/or any Call Down Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.

9.7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

9.7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from DFID any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement and/or any Call Down Contract or otherwise.

10. Review Points

10.1 The Contract Period is subject to the following formal review points

- At the end of the inception period.



- At the end of the initial 12-month period.
- At the end of the 24-month period.

Movement from Inception to Implementation and continuation of the contract beyond the Inception review point will be subject to the satisfactory performance and achievement of the standards required by the Inception phase key deliverables as detailed in Section 4, Appendix A, Annex B, Schedule of Prices.

11. Extension Option

- 11.1 The possible extension options are; up to a four-year (48 months) time extension with a possibility of extending the budget by up to £4,000,000 - £5,000,000
The extension options are subject to the satisfactory performance of the supplier, ministerial approval and the ongoing need for the services.

12. Open Book Accounting and Audit

- 12.1 Global Evaluation Framework Agreement Section 2 DFID Standard Terms and Conditions **Clause 15.3.2 (Open Book Accounting and Audit)** right of access to records and accounts for audit purposes - The right to access records will only relate to this Contract and to Coffey, and cannot be construed to cover Coffey's parent company Tetra Tech Inc

13. Call-down Contract Signature

- 13.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

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

Name:
Position:
Signature:
Date:

For and on behalf of
Coffey International Ltd

Name:
Position:
Signature:
Date:



ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

1.1 The Supplier

2.INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease Agreement and/or any Call Down Contracted by any person;

2.1.2 loss of or damage to property; happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 2) and arising out of or in connection with the provision of the Services and in connection with this Agreement and/or any Call Down Contract.

3.LIMIT OF INDEMNITY

3.1 Not less than 'the financial limit' in respect of any one occurrence, the number of occurrences being unlimited, but 'the financial limit' in any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4.TERRITORIAL LIMITS

4.1 Not used

5.PERIOD OF INSURANCE

5.1 From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by DFID in writing.

6.COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.



7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any Agreement and/or any Call Down Contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not used



PART B: PROFESSIONAL INDEMNITY INSURANCE

1.INSURED

1.1 The Supplier

2.INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3.LIMIT OF INDEMNITY

3.1 Not less than 'the financial limit' of the Call down contract in respect of any one claim and in the aggregate per annum.

4.TERRITORIAL LIMITS

4.1 Not used

5.PERIOD OF INSURANCE

5.1 From the date of this Agreement and/or any Call Down Contract and renewable on an annual basis unless agreed otherwise by DFID in writing (a) throughout the Term or until earlier termination of this Agreement and/or any Call Down Contract and (b) for a period of 6 years thereafter.

6.COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Agreement and/or any Call Down Contract or retroactive date to be no later than the Commencement Date.

7.PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8.MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not used



PART C: UNITED KINGDOM COMPULSORY INSURANCES

1.GENERAL

1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT (DFID)

DFID Merged Districts of Khyber Pakhtunkhwa (KP) Bilateral Programme

The Planned DFID KP Merged Districts Research Hub

Terms of Reference

1. Introduction

DFID Pakistan wishes to contract a supplier to provide a monitoring, evaluation and research function to the recently approved Merged Districts of Khyber Pakhtunkhwa (KP) Bilateral Programme.

The programme will assist KP Merged Districts, Pakistan's poorest and historically most unstable area, to become better governed, and better able to provide for its population's needs, including improved basic services and economic opportunities. The UK will fund technical assistance to help meet the basic needs of KP's population, and to assist the implementation of the Government of Pakistan's proposed reform package, initially through the United Nations. The programme will adapt as the reforms progress. It will, over the lifetime of the programme, cover: livelihoods and resilience support to people in and returning to FATA; health and education; local governance; and economic governance.

Up to £40m is available under the programme during phase 1 over the first 2 years. The programme has a potential value of up to £110 million, with three phases, over 6 years.

2. Background.

The Merged Districts of KP (previously Federally Administered Tribal Areas, FATA) in Pakistan are among the most insecure and conflict-affected regions of Pakistan. This is Pakistan's least developed region, with weak governance structures, the worst human development indicators and limited economic opportunities which are the legacy of its historic political and legal separation from the rest of Pakistan. 73% of FATA's population live in multi-dimensional poverty. FATA is a region historically harbouring insurgency and terrorism. Government military operations from 2014 to 2017 substantially curbed the ability of armed groups to operate there but resulted in the displacement of an estimated 1.9 million people, with 84% returning to date to a region largely unable to fulfil their basic needs and expectations in terms of livelihoods, access to health and education services, and economic opportunities.

There is broad agreement for a package of reforms for KPMD, widely considered the most viable to date. The Pakistani military continue to voice support for reform. Notwithstanding ongoing political disruption in Pakistan the underlying incentives for reform over the medium term remain strong. There is a clear need for both immediate

support to returnees, much of the resident population and, potentially, (subject to political reform progression) longer term support to institutional change.

The DFID programme intends to fund activities across four pillars: resilience and recovery, basic services, governance, and economic governance. Each pillar supports the government's proposed reform package. Given the probable length of time for comprehensive reform to take place, the programme is intended to run for six years. It will comprise three phases, each approved by Ministers – in order to allow re-appraisal of the context and viability of the planned response. The first phase (2 years) will work through the United Nations, who have good working relationships with the local political authorities and the Pakistani military who continue to play a significant role in the Merged Districts of KP, and will prioritise immediate support to the Merged Districts' citizens, and opportunistic broader work on institutional development as the context allows. Delivery options will then be reappraised for the second phase.

For a budget of up to £40m, Phase 1's proposed results include:

- Supporting 300,000 people to access better water, sanitation and hygiene (WASH) facilities;
- Supporting 8,880 arable and 6,130 livestock farmers to increase their productivity and competitiveness;
- Registering 1 million children and providing 11,000 women with identity cards;
- Enrolling 100,000 children in school and providing them with essential supplies;
- Increasing measles immunisation coverage by 25% in selected agencies;
- Reaching 50,000 people with an information campaign about local government reform;
- Improving public financial management and planning functions in local governments and for KP Merged Districts.

The Business Case provides more details along with the Theory of Change for the Programme (see link: <https://devtracker.dfid.gov.uk/projects/GB-GOV-1-300166/documents>). A draft results framework is in the process of being finalised for the programme.

The Merged Districts of KP Bilateral Programme is designed to take an adaptive approach allowing the programme to be flexible according to the changing context. We know what we want to achieve but the outcomes and pathways to success can be difficult to predict in advance. In this context we cannot roll out tried and tested interventions as the challenges faced involve complex systems of human interactions and incentives in a highly insecure environment. Instead of following a set plan, the best approach may not be to define a solution and specify at the outset how 100% of the money will be spent. Adaptive programming recognises uncertainty and adopts a deliberately experimental approach, testing possible solutions with rapid feedback loops to identify where progress can be made and flexibility to adjust our strategy accordingly. To support this approach, DFID, our implementing partners, UNDP, UNFAO, UNICEF and UNWomen and their downstream partners, and other stakeholders, such as Government and Donors, need regular, high-quality evidence

and analysis to ensure the programme is responsive to emerging needs and opportunities that arise on the ground.

The nature of the Merged Districts of KP, with restricted access and security risks, means conducting research on this area is extremely challenging. Local organisations may have limited capacity and restrictions on access prevent expertise from larger, more established organisations to reach the area.

Purpose, Scope and Objectives

DFID is seeking an organisation to develop a Research Hub, consisting of a coalition of local, national and international organisations, to deliver three main areas of work: third party monitoring,¹ operational research and contextual research. Third party monitoring will assess whether monitoring standards are being upheld in environments where security constraints and distance prevents DFID staff having eyes-on activities themselves. The Hub will also quickly generate evidence on the implementation of the KP support programme, and the wider context in which it operates including the transformations it is expected to undergo following the merger between the FATA territories and KP province, which took place in July 2018. DFID recognises the importance of involving local research organisations based in or working in the KP Merged Districts. Therefore, DFID is expecting coalition or partnership bids to include an International Organisation and local organisations. Additionally, a key output for the Research Hub will be to develop local research capacity and networks.

The scope of this work will cover:

- Independent third-party monitoring: around implementation of the various components of the DFID-funded programme. This would include: agreeing a strategy with DFID to outline the scope of data collection (including, e.g. which projects and geographical areas would be targeted); designing and adapting partner led tools to collect data (qualitative and quantitative) on progress against the results framework; verify partner collected data where necessary; collecting beneficiary feedback (including from marginalised groups); and other assessments such as including assurance spot checks to ensure compliance with DFID procedures;
- Operational research and evaluative studies: needed to generate a reflective cycle of learning to shape the design and implementation of the programme. This would include agreeing priority topics with DFID for studies and using early findings to inform programme implementation and periodic revision of the theory of change analysis and results framework. It will be necessary to provide answers to questions about how and why elements of the programme work or don't work, quality of outputs, likelihood of future sustainability and unintended consequences through an evaluation methodology suitable for adaptive programmes.
- Contextual research: on related topics such as: the implications of the KP/FATA merger; political economy of reforms; conflict and gender sensitivity. This would include agreeing priority topics with DFID for deep dive studies and using these to inform programme implementation and also scan the horizon for changes in the

¹ TPV will also provide opportunities to strengthen partner monitoring systems through capacity building, verification and feedback which will benefit both implementing agencies and DFID.

social, political and economic context of the KP districts which may impact on delivering future phases of the programme. .

- Disseminate/communicate research and associated learning to improve and shape the design and implementation of the programme It will be important to develop a culture of learning to facilitate the flow of knowledge and evidence between different stakeholders and across the four pillars.

The Research Hub will include local research institutions and will work closely with local organisations (in particular to build local capability) and will also build partnerships and networks with the relevant authorities and wider stakeholders that are managing development and humanitarian programmes in the KP Merged Districts in order to achieve the desired outcomes. Knowledge sharing, and lesson learning is a critical aspect of the Hub's mandate and it will be critical for information to be accessible and disseminated as widely as possible.

The Research Hub will be expected to work with the monitoring and evaluation functions of the overarching programme to mutually share findings and lessons learned, synthesising these into a coherent package of research and evidence products for use by all stakeholders. Together they will contribute to the objective of the medium-term programme 'adapting' over time and remaining relevant in support of the government's reform programme.

This contract will be for a period of up to two years (24 months), covering the first phase of the DFID programme with an estimated value of £800,000 to £1 million inclusive of tax.

A request to ministers for approval of a possible second phase is planned in November 2019. A further phase of The Research Hub will also be considered. The possible extension options are; up to a four-year (48 months) time extension with a possibility of extending budget by up to £4,000,000 - £5,000,000 The extension options are subject to the satisfactory performance of the supplier, ministerial approval and the ongoing need for the services.

There will be a review period at the end of the initial 24 months to evaluate the requirements of the extension option.

The Research Hub will need to provide early, realistic advice to DFID over what can be achieved during the first phase of the programme.

Indicative evaluation questions might include examining the assumptions made in the business case, including:

- How external actors assist efforts to reduce subnational poverty and improve stability.
- Whether the overall political economy with respect to FATA is conducive to bi-lateral support from DFID, contributing to increased stability and decreased poverty in the KP Merged Districts.
- The configuration of Programme Pillars (in terms of targeting, sectoral focus, balance of spend, and short and medium-term objectives) is the most efficient way

- DFID can contribute to the programme outcome, based on a balance of need, opportunity and access.
- Programme Pillars are delivering results that support the Theory of Change.
 - DFID is funding the best available delivery partners, with demonstrated technical expertise, political skills and good VFM to deliver programme outcome.
 - The UK Government has sufficient access and / or partnerships to confirm that DFID funds are being well used and contribute to the programme outcome.

These are not fixed and will be finalised as part of the inception phase. Bidders are invited to refine the suggested evaluation questions or propose sub questions as part of their proposals.

Outlined are possible themes that could be included in the research, but these are not final and are expected to develop over time.

- Conflict sensitivity analysis and support: Provide specialist conflict analysis on KPMD producing regular reports and updating on headlines that have an effect on the programme.
- Political Analysis: Provide detailed political economy analysis, analysing the political settlement and constraints to change. Political analysis should also include information on the institutions and actors with whom the programme works.
- Corruption: Identifying the potential opportunities for corruption within the programme and the wider dynamics of corrupt practices in the KP Merged Districts. Providing recommendations on managing corruption risks for the programme.
- Gender: Providing analysis on the role of women in the KP Merged Districts, which will enable all programme interventions to be gender sensitive.
- Disability: Providing analysis on the role of persons with disabilities in the KP Merged Districts, which will enable all programme interventions to be sensitive.
- Safeguarding and preventing sexual violence: Identify risks and provide analysis on sexual violence in the KP Merged Districts and report on the programmes safeguarding response.

Audience

The information generated and shared through this work is intended to benefit the Government of KPMD; development partners; implementing partners and (I) NGOs. The audience will vary depending on the issue under review. Information gathered would also provide learning for DFID globally and other international organisations working in challenging conflict prone environments.

3 The Research Hub operating model

Given the access constraints detailed above, we would expect the Hub will comprise a consortium of local experts with the back-up of an international or national organisation that is accustomed to working with DFID's evidence and reporting requirements. However, we would request potential bidders to identify alternative operating models that would also be feasible. The international or national organisation will provide quality assurance to ensure products meet DFID standards and will provide capacity and commitment to building to local research organisations. The capacity building support will develop the institutional capabilities in the region. A team who

constitute the 'Research Hub', from a consortium of local organisations, should be based in Peshawar and will conduct research and produce research documents. Field research in the region is expected therefore the consortia organisations having access to the area is vital. We anticipate the local organisations will conduct the majority of the research whereas the larger national or international organisation will provide a management, supportive and quality assurance function.

In the first phase the Research Hub will not seek to have a specific external identity (branding etc.) but should position itself as a low key body which is well networked across government, the UN, research organisations, NGOs and development partners that are familiar with and working in KPMD.

4 Methodology

The Research Hub will work closely with the authorities and agencies that are managing and delivering development and humanitarian programmes in KPMD, e.g. Government of KP, UN agencies. The Research Hub will be flexible, responding to requests for work from DFID and programme implementing partners. Research work will be agreed with the appropriate government authorities as necessary.

Bidders should set out their broad approach to delivering each area of work, taking into account the challenges of the operating context and the different nature of the four components. The KP Merged Districts Support Programme is a complex programme and has many autonomous actors that have multiple interactions with each other and influence each other. While the first two years will focus on activities and processes, standard monitoring and evaluation approaches of measuring incremental progress towards reform may not be suitable for all aspects of the programme. The supplier needs to design an approach to generating monitoring and evaluation information in the early stages of the programme that provides accountability and usefully and meaningfully inform how the programme is shaped and adjusted in the short and medium. The approach should also be able to project the likelihood of programme success in the longer term to inform a decision at the two-year juncture about whether the programme should be continued. This will require being cognisant of the non-linear nature of the change the programme is seeking to achieve, feedback loops, tipping points etc.

We would expect the Research Hub to employ a range of approaches to deliver its objectives, including desk based research, primary data collection, secondary data analysis, generation of thematic knowledge products, and synthesis of existing evidence. The Research Hub will need to be pragmatic in its approach, examining where it can make use of existing datasets and monitoring efforts and identifying where additional data collection would add value.

Outputs

Key outputs for the Research Hub are outlined below.

Output 1: Agreeing a strategy with DFID to outline the scope of data collection for all three main areas of work (third party monitoring, operational research and evaluative studies, and contextual research) including which partners activities will be

delivered by. This would include for example which projects and geographical areas would be targeted, detailed evaluation questions and timings for all monitoring, evaluation and research activities; Given this contract covers the initial period of implementation, evaluation activities should focus on the establishment of processes and activities, where possible including assessment of whether results are on track to be achieved and likelihood of future sustainability.

Output 2: Undertake monitoring to verify performance against the output indicators in the DFID programme results framework and validate monitoring reports of our implementing partners (UN agencies). Refine and agree the outcome level indicators in DFID's results framework.

Output 3: Synthesise evidence currently available and develop a research and evaluation plan to address gaps. This will involve collating information from existing sources (government and non-government) with respect to the political context and planned DFID programme activities in the Merged Districts of KP it should include plans for dissemination and communicating outputs.

Output 4: Deliver the research and evaluation plan. Building on the existing evidence base, provide specialist research/ recommendations on key issues regularly to support the programme to adapt and ensure that the programme is attune to the political realities, is conflict sensitive and 'does no harm', and is well sighted on the changing context

Output 5: Knowledge management: Act as a broader 'knowledge manager' for the programme; bringing together information from monitoring efforts and research. Engage the wider KP Merged Districts development community including hosting regular round table discussions with key stakeholders involved in development in the area on the overall political and socio-economic context and the impact of humanitarian and development assistance. Produce public facing documents to present the research produced increasing the body of knowledge publicly available on the KP Merged Districts.

Output 6: Developing institutional capacity for research in KP Merged Districts: Providing capacity building, quality assurance and skills development to local partner organisations (e.g. universities; think tanks; CSOs); increasing their capacity and capability to conduct high quality research. This will include agreeing organisational development plans with local partner organisations.

Due to sensitivities in the area it is important that the organisation is partnered with an organisation that has access to and knowledge of the KP Merged Districts.

Payment will be based on a hybrid model which will be a combination of outputs and inputs. The supplier should provide a payment model as part of their tender response for the inception phase based on the inception phase activities detailed below. A payment mechanism should be proposed by the supplier for the implementation phase but this will be finalised during the inception phase.

Inception Phase Activities

Over the initial three months of the operation of the Hub (inception phase) a full work plan and deliverables will be agreed for the first year of the programme. Activities during the inception phase may include the following, as an indicative list:

- Develop a detailed strategy (see Output 1) and plans to undertake third party monitoring and verification of the indicators within DFID's programme results framework and the underpinning activities.
- Develop and agree an evaluation strategy, setting out clear objectives for the evaluation, identifying key evaluation questions and approaches to answer these.
- Map existing main data sources, knowledge resources and institutional partners potentially relevant to analysing the political/socio-economic context in the Merged Districts of KP which will underpin effective delivery the DFID /UK funded programmes in the KP Merged Districts. Produce an inception report listing and analysing relevance of existing data sources that might be utilised by the Research Hub to better understand the impact of the DFID programme. Suggest evidence gaps to DFID for future (desk or field based) research.
- Work with DFID and the UN to identify and agree specialist research that is required on key issues relevant to effective delivery of the KP Merged Districts bilateral programme.
- Support the adaptive programming methodology by providing political analysis (as required), and broader contextual information on the KP Merged Districts (socio-economic development, corruption, conflict, inclusion, preventing sexual violence, safeguarding).
- Identification of key stakeholders/institutions to form a group that reviews evidence and results in KPMD, and an initial meeting held to discuss the evidence base and gaps.
- Provide technical advice on the measurability of the suite of output indicators within DFID's log frame, through consultation with the UN agencies responsible for monitoring their achievement. Review the proposed outcome level indicators and outline the approach to monitoring these.
- Establish a website and ensure that both the plans and products of the Hub are freely available to interested parties. Ensure that this complies with DFID guidance and takes reputational risks to DFID into account.
- Identify and assess the capability of local partner organisations that could be provided with capacity building assistance in order to conduct high quality research in the KP Merged Districts. Develop a clear strategy on working to build the capacity of local organisations.

5 Stakeholder engagement and communications

The Research Hub supplier will be expected to develop a detailed communications and uptake strategy for all of its activities as part of the inception phase, adhering to DFID's Open Access Policy.

The supplier will need to maintain regular contact with DFID Pakistan, the UN, Implementing Partners, the Government of KP, Government representatives and other key partners to ensure the outputs are delivering products that meet demand.

Communications will include regular seminars, presentations, and production of policy briefs.

The dissemination strategy will include the following:

- a. Ensure that communication of evidence produced is agreed with DFID Pakistan, and aligns with DFID best practice on communication of evidence.
- b. Evidence is made available in formats and styles appropriate for each of the priority stakeholders. This will include “hard products” – such as full technical reports, briefing notes and academic papers; and “soft products” – such as meetings and workshops. Evidence should be made available in English and Urdu.
- c. Establishing a website to ensure that both the plans and products of the Hub are freely available to interested parties.

6 Skills and Competence Requirements

The successful supplier should have an established partnership with Merged Districts of KP based organisation/s. They should be able to demonstrate how it will tackle the initial set of tasks as set out in section four above and will be able to demonstrate the following:

- A strong understanding of the context of the KP Merged Districts, in particular local cultures, politics, history, social and conflict dynamics with knowledge of local languages by some staff essential.
- A well-developed network of contacts that are involved with the development of KP Merged Districts including within the government, military, the private sector and NGO worlds.
- Experience in undertaking third party process and performance monitoring, including but not limited to spot checks and beneficiary feedback surveys and providing strong analysis and recommendations. As part of this it is expected the supplier will have experience and competence in the following: qualitative and quantitative data collection, including survey design and implementation.
- Strong evaluation, research and analytic skills, including field experience in these areas. Ability to synthesise, collates, analyse and present information across a range of evidence sources.
- Demonstrated ability to communicate complex studies and findings in an accessible way for non-technical readers, including presentation of data in visually appealing ways, highly structured and rigorous summaries of research findings and robust and accessible synthesis of key lessons from across different studies.
- Demonstrated track record of building the capacity of and working with local organisations.
- Strong communication skills, with some team members possessing the ability to work effectively in both written and spoken English and Urdu and local languages.
- An appropriate gender balance of team members.

In addition, the supplier must also:

- Have access to KP Merged Districts and possess the ability and clearances to access remote areas to support data and evidence collection.

- Be able to work from Peshawar and have established a partnership with a research organisation based in the KP Merged Districts. Be innovative and creative in their programmatic approaches / methodology.
- Demonstrate that the team has systems in place to enable learning, adaptation and improvement.

DFID considers that the task of creating and managing a successful Research Hub will most likely be achieved by a consortium of local experts / organisations and an international or national organisation with knowledge of DFID's expectations with respect to knowledge, monitoring and the use of evidence.

7 Governance, reporting and contracting arrangements

The recipient of these services will be DFID Pakistan, with the supplier holding monthly meetings with the DFID team during the first six months relating to the work plan. Based on a steer from DFID these may change to quarterly. The supplier will be expected to provide quarterly written progress reports.

DFID and the supplier will agree formal governance arrangements during the inception phase. It is likely that there will be a steering/advisory committee that provides technical oversight. This may include representatives from the UN. The supplier will also be expected to report findings and recommendations to the technical team at DFID and the UN to support the delivery of the programme.

Implementing agencies may be called upon to facilitate logistics and access to programme sites, beneficiaries and key stakeholders. However, to ensure credibility of analysis it is crucial that the Research Hub team implementing the monitoring work is independent of those delivering the programmes under study.

The Senior Responsible Owner (SRO) of KP Merged Districts Development Programme will be the Senior Governance Adviser/ Test Team Leader, supported by a programme team constituting the 'Core Group' and a technical team. A DFID programme manager and programme officer will oversee delivery from a programme management perspective. A DFID evaluation or statistics adviser will also provide support to relevant technical areas.

8. Timings and Tasks

The timings/ sequencing of the initial Research Hub outputs are indicative and will be set once a work-plan has been agreed between the DFID KP Merged Districts Programme Team Leader and service provider.

9. Due Diligence

Prior to signing the contract, **DFID will carry out a full due diligence** on the in-country systems of the Supplier to ensure that sufficient controls and systems are in place to deliver agreed results and to mitigate the risk of fraud.

10. Fraud and Corruption

Safeguarding taxpayer's monies from fraud and corruption are of utmost importance. The Supplier is responsible for providing assurances to DFID that **it will carry out due diligence on its sub-contractors and grantees.**

11. Safeguarding

DFID's aim across all its programming is to avoid doing harm by ensuring that our interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. We seek to ensure our interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments. We therefore require partners to lead and robustly consider environmental and social safeguards through their own processes and to live up to the high standards in safeguarding and protection which DFID requires.

The capacity of our potential partners to do this will be a key factor in the evaluation of bids. Only partners with proven safeguarding policies and procedures will be selected. This should include policies which expressly prohibit sexual exploitation and abuse and a commitment to address reports of such acts. The Management Organisation will be required to produce a robust risk analysis ahead of implementation, including setting out mitigating safeguarding measures. A clear reporting and whistle blowing procedure to ensure reporting of any cases of misconducted to DFID should be put in place.

12 Duty of Care

The Supplier is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

DFID will share available information with the Supplier on security status and developments in country where appropriate. DFID will provide the following:

- All Supplier Personnel will be offered a security briefing by the British Embassy/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), which the Supplier may use to brief their Personnel on arrival.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc.). The Supplier must ensure their Personnel receive the required level of training.

This Procurement will require the Supplier to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including <http://geology.about.com/library/bl/maps/blworldindex.htm>. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).

This Procurement will require the Supplier to operate in conflict-affected areas and parts of it are highly insecure. Travel to many zones within the region will be subject to travel clearance from the UK government in advance. The security situation is volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).

Tenderers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID (see Annex 1). They must confirm in their tender Response that:

- They fully accept responsibility for Security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your tender will be viewed as non-compliant and excluded from further evaluation.

Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, interested Suppliers should respond in line with the Duty of Care section of the Framework Agreement.

13 General Data Protection Regulations (GDPR)

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

Annex 1 Duty of Care Matrix
Annex 2 Business Case (incl. Theory of Change)

Annex 1 – Duty of Care Matrix

Duty of Care KP Merged Districts Programme							
Theme	Khyber Pakhtunkhwa						
Province	Khyber	Kurram	South Waziristan	North Waziristan	Mohmand	Bajaur	Orakzai
Overall Rating*	4	4	4	4	4	4	4
FCO Travel Advice	4	4	4	4	4	4	4
Host Nation Travel Advice	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transportation	4	4	4	4	4	4	4
Security	4	4	4	4	4	4	4
Civil Unrest	3	3	4	4	3	3	3
Violence/crime	3	3	4	4	3	3	3
Terrorism	5	5	5	5	5	5	5
Conflict (war)	3	3	3	3	2	2	3
Hurricane	2	2	2	2	2	2	2
Earthquake	4	4	4	4	4	4	4
Flood / Tsunami	2	2	2	2	2	2	2
Medical Services	3	3	3	3	3	3	3
Nature of Project Intervention	4	4	4	4	4	4	4



Theme	1 Very Low	2 Low	3 Med	4 High	5 Very High
Nature of Project/ Intervention	Intervention has full popular support, cultural compatibility, positive media coverage and backing of local and national civil leadership. Intervention is welcomed and encouraged by influential religious/ideological groups. Intervention has no relationship to governmental corruption, organised crime or narcotics.	Intervention has broad popular support, cultural compatibility, neutral or no media coverage, and backing of local civil leadership. Intervention is tolerated by influential religious/ideological groups. Intervention has no direct relationship to governmental corruption, organised crime or narcotics.	Intervention has some popular support, some cultural incompatibility, negative media coverage, and acquiescence of civil leadership. Intervention is controversial to influential religious/ideological groups. Intervention has a relationship to governmental corruption, organised crime or narcotics.	Intervention has limited popular support, some cultural incompatibility, unsupportive media coverage, and has some opposition by local or national civil leadership. Intervention is opposed by some influential religious/ideological groups. Intervention has a significant bearing on governmental corruption, organised crime or narcotics.	Intervention has very limited popular support, significant cultural incompatibility, unsupportive media coverage, and significant opposition by local or national civil leadership. Intervention is strongly opposed by influential religious/ideological groups. Intervention has strong bearing on governmental corruption, organised crime or narcotics.

Annex 2 - Business Case

<https://devtracker.dfid.gov.uk/projects/GB-GOV-1-300166/documents>

Appendix A: Schedule of Processing, Personal Data and Data Subjects

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

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

Description	Details
<p>Identity of the Controller and Processor for each Category of Data Subject</p>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none"> 1) The Parties acknowledge that Clause 8.2 and 8.4 (Section 4 Appendix A of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 8.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract. 2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.