

CALLDOWN CONTRACT

Framework Agreement with: Mott MacDonald

Framework Agreement for: General Economic Development Framework

Framework Agreement Purchase Order Number: PO 8126

Call-down Contract For: Business Partnerships for the Global Goals

Contract Purchase Order Number: 10023

I refer to the following:

1. The above mentioned Framework Agreement dated 8 February 2019;
2. Your proposal of 3 December 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 24 February 2020 ("the Start Date") and the Services shall be completed by 23 February 2023 ("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 (the "Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £4,049,172 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' (fees for Inception Phase only) the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

22. PAYMENTS & INVOICING INSTRUCTIONS

22.3 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 to clause 22.3 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:

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4.2 The Contract Officer is:

5. Key Personnel

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

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A [Paragraphs 7, 13 and other relevant sections].

7. Duty of Care

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:

- I. 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.
- II. 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:
 - II.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;
 - II.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.
- III. 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.
- IV. 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.

- V. 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.

8. Additional Documents to be included in this Contract

8.1 The following documents are included in and form part of the contract:

- Your Proposal dated 3 December 2019

9. Call-down Contract Signature

9.1 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 request for signature, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

No payment will be made to the Supplier under this Call-down Contract until a copy of the Call-down Contract, signed on behalf of the Supplier, returned to the DFID Contract Officer.

Signed by an authorised signatory
for and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date:

Signed by an authorised signatory
for and on behalf of the Supplier

Name:

Position:

Signature:

Date:

Mott MacDonald

Annex A - Terms of Reference (ToR)

Business Partnerships for the Global Goals (BP4GG)

1. Introduction

There is an estimated annual \$2.5trn financing gap for developing countries to achieve the Global Goals by 2030. While the public sector is expected to provide a share of this investment, there is an estimated \$12trn in business opportunities for the private sector in food and agriculture, cities and energy, health and well-being.

Businesses have a key role to play in making new and existing investments deliver more for the Global Goals through ensuring their operations are responsible, sustainable and inclusive. These measures will not only be positive for society by avoiding harm to communities and the environment but will also increase their business opportunities and reduce long term operational risks.

The Business Partnerships for the Global Goals (BP4GG) programme will invest in partnerships with multinational companies (MNCs) to test and scale inclusive 'shared-value' business initiatives that support the achievement of the Global Goals - with a focus on the poorest and most marginalised people - to improve their access to jobs and markets.

This BP4GG programme sits within a larger programme of work within DFID to support the advancement of responsible and inclusive business partnerships to help deliver the Global Goals. As such, all relationships, learning and investments within BP4GG are expected to be designed to feed into a larger pipeline of DFID investment in this area.

The focus of these ToR will be to both build a network of businesses that demonstrate increasing ambition on responsible, sustainable and inclusive behaviour (at least 50) and work with at least 5 MNCs to design, test and/or scale inclusive business approaches that will deliver additional results for the Global Goals.

This ToR sets out DFID's requirement for a consultancy company or consortia (hereinafter referred to as 'the Supplier') to undertake the management of the BP4GG programme. The BP4GG Business Case provides additional background for these ToRs.

2. Objectives

Strategic overview: The BP4GG programme will contribute to DFID's ambitions to build more strategic relationships with businesses to help deliver the Global Goals. Through BP4GG, DFID wants greater capacity to identify and build relationships with companies that have significant potential impact on and interest in delivering the Global Goals - in a replicable, transparent, evidence-based way. It also wants to invest in partnerships with companies that have the resources, capacity and will to invest in inclusive business models that have the potential to deliver measurable impact on the Global Goals - and create demonstrable improvements in the lives of poor people. While the BP4GG programme is only three years, it is expected that the business partnerships projects should be of significant potential impact and scale that they may become part of future programming¹.

¹ This may include work on specific areas of responsible and inclusive business (i.e. innovation, women's economic empowerment, modern slavery, supply chains, responsible business standards) or broader partnerships with specific companies (i.e. like the TRANSFORM project with Unilever)

DFID requires the Supplier to achieve the following programmatic objectives:

- a. Establish relationships with a cohort of at least 50 MNCs², that are committed to investing in products and business models that can positively and impactfully contribute to Global Goals. These will be referred to as the **Responsible and Inclusive Business Leaders List**³.
- b. Leverage the reach, resources and technology of at least 5 MNCs to design, pilot and/or scale inclusive business models that will have a direct impact on delivering additional contribution towards Global Goals targets. These will be referred to as **Responsible and Inclusive Business Partnership Projects**. These projects may include a range of instruments such as grants, technical assistance, analysis, facilitation. The type and size of support will be dependent on the proposed projects.
- c. Apply the lessons from DFID's Impact Management Programme to measure the impact that inclusive business models can have on the Global Goals and wider impacts on core business activities.

3. Recipient

The recipients of the outputs from the Supplier will primarily be DFID, plus MNC partners (and their collaborators) and workers/consumers in target markets where supported inclusive business models are being implemented.

4. Scope

The Supplier will deliver the following (each of which will be approved by DFID):

- a. A cohort of at least 50 MNCs, that are committed to investing in products and business models that can positively and impactfully contribute to Global Goals. These will be referred to as the **Responsible and Inclusive Business Leaders List**.

The supplier will:

- Develop and implement an agreed **methodology for identifying potential companies for the Responsible and Inclusive Business Leaders List**. This should include reference to existing and new measurement and benchmarking tools (i.e. UNGC, WBA, B-Lab, ETI, FTSE for Good), due diligence, and estimated scale and impact of the business on Global Goals.⁴ This replicable and transparent methodology (see section 5 for details) should be based on existing data and result in a long list of companies that DFID and other organisations may use to identify potential MNC partners in responsible and inclusive business.
- Provide an **agreed short-list of 50** companies to be included in the **Responsible and Inclusive Business Leaders List**. All the companies on the list should have had direct engagement with the supplier and have agreed to be part of the list. These businesses will be considered for Responsible and Inclusive Business Partnerships Projects (item b) but may also be considered for engagement in other activities across DFID related to responsible and inclusive business.

² These companies should reflect a broad cross-section of industries.

³ To note: Inclusion in the **Responsible and Inclusive Business Leaders List** does NOT guarantee DFID or other government funding. This should be clearly articulated in all communication.

⁴ It is recognized that not all businesses will impact on all Global Goals. Where possible, reference to Global Goals should focus on specific Goals that are relevant to the impact and focus of the company/sector in question.

- Provide light-touch engagement with the **Responsible and Inclusive Business Leaders List** to (i) engage in the identification of partners for the **Responsible and Inclusive Business Partnership Projects** (item b below), (ii) providing opportunities for consultation with DFID on specific issues, and (iii) sharing highlights of good practice/innovation within the group.
- b. At least 5 **Responsible and Inclusive Business Partnership Projects** with MNCs to design, test and/or scale inclusive business models with a direct additional impact on contributing towards Global Goals targets are agreed and successfully implemented.

The supplier will:

- Develop and implement an **engagement strategy** to work with companies (derived primarily from the **Responsible and Inclusive Business Leaders List**) to identify potential inclusive business models for consideration. This may include both a “demand led” element, whereby shortlisted companies develop proposals in line with broad inclusive business objectives and/or a “supply led”, whereby DFID identifies development challenges related to specific Global Goals which could potentially be addressed through business solutions and proposals are sought to address these challenges through specific “call outs”. It is expected that the supplier propose the approach or mix of approaches that will be most effective in creating impactful partnerships.
 - Develop and implement a transparent and evidence-based **Responsible and Inclusive Business Partnership Project Selection** process. This should include (i) clear criteria (i.e. including measurable additional impact on the Global Goals, poverty reduction impact, commercial viability, commitment and scalability, additionality and time-frame), and (ii) impartial review mechanism including external, impartial expertise, and (iii) the capacity to co-create, with active DFID participation and engage with potential partners to ensure the strongest partnership. This Selection Process should lead to focused, feasible, impactful projects and should be implemented in a time-effective way. These projects should be designed to maximize impact within the life of the DFID-funded project and to have a clear path towards scale and expansion.
 - For each of the 5 (or more) **Responsible and Inclusive Business Partnership Projects**, design and agree partnership arrangements that clearly outline the scope, deliverables and responsibilities (e.g. match funding arrangements) of all partners.
 - Implement all **programme and financial management**, including the provision of funding to MNCs and to third party suppliers (potentially including private consultants, NGOs and/or other entities) working with MNCs to enable them to implement their inclusive business initiatives. The supplier will be responsible for carrying out suitable due diligence of any organisations that receive DFID funds to ensure funds are used for their intended purpose.
 - Provide ongoing **monitoring and quality review** of projects to ensure that projects are delivering in line with agreements- and on track to deliver value for money and impact.
- c. Measure the impact that inclusive business models can have on the Global Goals, using tools developed in collaboration with DFID-supported Impact Management Programme-

The supplier will:

- Develop and implement an approved methodology for measuring the impact of inclusive business models on the Global Goals. This methodology should be applied to the **Responsible and Inclusive Business Partnership Projects** and should be developed in

collaboration with the Impact Management Programme and selected partner companies to ensure its (i) technical robustness in measuring impact and (ii) relevance to corporate reporting.

- Respond to and document learning throughout the BP4GG programme. This may require some flexibility to respond to demands from the programme.

5. Methodology

The approach to this work should consider the short time frame in which to deliver and the scale of ambition. The methodology (to be approved by DFID) should consider the following principles:

- Strong analytical/evidence base for the selection of the **Responsible and Inclusive Business Leaders List**, that builds on existing knowledge sources- and considers capacity to make positive impact on Global Goals and commitment to responsible business practices.
- In delivering the **Responsible and Inclusive Business Partnership Projects**, there should be a commitment to developing strong partnerships between the supplier, DFID and the proposed companies that are based on common objectives, and shared purpose. This should allow for facilitated co-creation, where applicable.
- Where applicable, intermediary advisory services (by NGOs, consulting firms, country-level partners) should be integrated into the **Responsible and Inclusive Business Partnership Projects** to ensure strong facilitation. It is expected that the supplier will have access to a range of advisory partners with credible track records in supporting responsible and inclusive business models.
- Financial and contracting arrangements within the **Responsible and Inclusive Business Partnership Projects**.
- A strong monitoring and evaluation and learning process should be implemented throughout the BP4GG programme to ensure that learning on process, outputs, outcomes and impact is effectively captured and disseminated.

The **Responsible and Inclusive Business Partnership Projects** should meet the following criteria:

- Demonstrate impact on the Global Goals: Provides feasible theory of change that links proposed inclusive business models to a specific (or multiple) Global Goal(s). Includes a method for measuring impact.
- Country-level focus: Implements design/pilot/scale activities within specific markets that are relevant to DFID's objectives. Where feasible, particular emphasis should be given to projects that work in fragile and conflict-affected areas.
- Poverty reduction impact: Supports poor with: raised incomes; more/ better/ safer jobs; gender equality – empowering women and girls; welfare enhancing goods or services; positive environmental impact; climate change mitigation and adaptation; benefits for the very poor, excluded or marginal populations; or improving access to basic goods and services in underserved markets.
- Commercial viability, commitment and “scalability”: Activity has potential for growth as part of MNC's core commercial business. The MNC will need to provide at least 50% of the cost of the initiative to demonstrate corporate buy in.
- Additionality: Activity would not occur without DFID support - at all, as fast, or with as much benefit for the poor.
- Time-frame: Given the limited timeframe of the BP4GG programme, it is expected that initiatives will be able to demonstrate a clear path to scale- and to demonstrate how 18 months of support can help build an initiative, test it or scale it effectively. The programme will accept initiatives at varying stages of development (and may include early testing) but will need to have a clear measurable path to scale.

6. Outputs

Proposed outputs under this BP4GG programme will include:

- An agreed **Responsible and Inclusive Business Leaders List**⁵ of at least 50 companies that have expressed interest and commitment to engaging in inclusive and responsible business programming.
- At least 5 co-funded **Responsible and Inclusive Business Partnership Projects** designed, agreed and successfully implemented with selected companies. (These projects should be developed and agreed within the first 12 months)
- **Communications and Learning products** (e.g. case studies) that highlight the progress and outcomes of the **Responsible and Inclusive Business Partnership Projects**. Each of the Inclusive Business Partnership Projects should have clear progress reports and communications materials (e.g. case studies) to demonstrate progress and impact.
- **Beneficiary feedback reports** (using LeanData methods) that provide indication of progress and impact of initiatives on the end-beneficiary (poor women and men in developing countries)

7. Deliverables

a. Inception Phase

The BP4GG programme will commence with an inception phase of twelve weeks following the contract being signed. The Supplier should consult the DFID Management Team regularly (at least every two weeks) during the Inception Phase to confirm where DFID involvement in the programme delivery is required. At the end of the Inception Phase the Supplier should deliver a draft report (which builds on their Tender Proposal) setting out the following deliverables:

- 1)Suppliers approach paper and a work plan detailing programme set up explaining how the requirements of this ToR will be delivered, including recommendations for programme governance..
- 2)A template for quarterly reports covering the Outputs above.
- 3)A theory of change for the overall programme- and each of the partnerships- that draws a clear line to impact on women and men working in DFID target countries.
- 4)A draft Logframe for the overall programme.
- 5)An annual budget/financial report detailing all anticipated spending over the first year (by month) and remaining two years of the programme.
- 6)A risk matrix identifying the main risks and challenges, how these will be mitigated and monitored – this should be updated on a quarterly basis.
- 7)A delivery chain risk map which should, where possible, identify all partners involved in the delivery of a programme – this should be updated quarterly
- 8)A 'long' list of initial MNC contacts including those suggested by DFID and an outreach plan for the implementation phase
- 9)An outline monitoring and communication plan;

A consultation will be held with DFID to finalise the draft design report. The Supplier will then work with DFID to refine the BP4GG programme implementation through regular meetings (at least monthly during the first year and then at a frequency to be agreed) throughout the programme lifetime.

b. Implementation Phase Reporting Deliverables

⁵ The methodology should also be delivered within this output.

Implementation Phase reporting will be as follows:

- Quarterly financial reports setting out all spend made during that quarter, including key performance indicators met and milestone payments that are due.
- Forecasts of projected future spend that is updated and resent to DFID at least 2 working days before the end of each month
- Quarterly narrative reports on all aspects of programme delivery and performance against project workplan and logframe milestones. This should include summary reports on each of the Partnership Projects, as well as an up to date delivery chain map, risk register, and asset register. The supplier should also provide evidence of how it is driving value for money across its delivery of services and outputs, e.g. providing evidence of efficiencies and savings made.
- An annual report to feed in the DFID annual reporting cycle in a format to be suggested by DFID. A high-quality final report will summarise the learning, evidence, outcomes and impact of the programme as well as clear recommendations for DFID and partners to inform future engagement with the private sector and new programming in this area
- A final report (format to be agreed with DFID) 2 months before programme closure, to feed into the DFID Project Completion Report.

c. Programmatic Deliverables for the remainder of the programme as defined in sections 2 (Objectives) and 4 (Scope) and 6 (Outputs)

The supplier will deliver the following programme deliverables, which will be approved by DFID:

- Methodology for development of ***Responsible and Inclusive Business Leaders List***
- ***A Responsible and Inclusive Business Leaders List***
- An **engagement strategy** to work with companies on the Responsible and Inclusive Business Leaders List, including potential inclusive business models for consideration as Responsible and Inclusive Business Partnership Projects.
- A transparent and evidence-based ***Responsible and Inclusive Business Partnership Project Selection*** process
- An **Operations Manual** for the delivery of the ***Responsible and Inclusive Business Partnership Projects***
- At least 5 agreed ***Responsible and Inclusive Business Partnership Projects***
- **Communications and Learning products** (e.g. case studies) that highlight the progress and outcomes of the ***Responsible and Inclusive Business Partnership Projects***
- **Beneficiary feedback reports** (using LeanData)

8. Performance Management/Payment Mechanism

An output-based model will be used for the effective implementation of the BP4GG programme. The programme is intended to be flexible with the ability to explore new ways of engaging/partnering with the private sector.

Personnel fee rates for each output will be linked to the delivery of time-bound, quality outputs and key performance indicators (KPIs). The payment for KPIs will be reduced if the quality is not satisfactory. KPIs will not be allowed to be deferred unless under exceptional circumstances which will be approved by DFID. The contract will use a hybrid approach of payment and suppliers should include a proposed hybrid payment mechanism in their bids clearly linked to the outcomes / deliverables of the programme.

The Supplier will propose an output-based price for each of the Inception Phase deliverables in section 7a in line with the KPIs set out in Appendix B. The output-based price should cover fees only

(expenses for the inception will be reimbursed on actual costs incurred). The Supplier will also propose levels of fees and reimbursables for the Implementation Phase (sections 7b and 7c).

Some elements of the programme are not yet known (e.g. the exact nature of the **Responsible and Inclusive Business Partnership Projects** themselves, Communications and Learning products, Beneficiary Feedback reports). The Supplier will include indicative totals for these, including fees and reimbursables for administration/delivery.

9. Contract Management

DFID will monitor BP4GG programme performance through key progress update meetings monthly, during which results will be reported by the Supplier, in addition to formal annual performance reviews. The contract will allow for a formal review point after the twelve-week start-up phase and a formal break point at the programme mid-point (approx. 18 months), based on overall performance. Performance will be assessed according to delivery and quality of reports and progress against the work plans, with timely recommendations to feed into programme management.

DFID Co-ordination

The DFID Programme Manager will be the key point of contact with the Supplier, supported by a wider programme team. The DFID Private Sector Adviser in Private Sector Department will be the Senior Responsible Officer (SRO) for the BP4GG programme. As required, there may be requirements to coordinate with DFID Country teams- this will be facilitated by DFID Programme Manager.

10. Risks and Challenges

Risk: The Supplier will be required to provide a risk register as part of the design report which will be monitored and updated on a quarterly basis. The register should cover risks under the following categories External Context, Delivery, Safeguards, Operational, Fiduciary and Reputational risks. DFID's risk management guidance will be shared with the Supplier.

Fraud: The Supplier will be required to set out their fraud mitigation strategies including internal risk management and reporting systems. An annual audit will be required.

Risk chain mapping: Suppliers will be required to produce an outline delivery chain risk map for this TOR. Delivery Chain Mapping is a process that identifies and captures, usually in visual form, the name of all partners involved in delivering the programme, ideally down to the end beneficiary. DFID is required to report this throughout the intervention to ensure all DFID monies can be tracked through the chain. This map should be updated, at least quarterly, as downstream partners are identified and arrangements with them are put in place. As a minimum it should include details of: the name of all downstream partners and their functions; payment flows (amount, type) to each delivery partner; level risks involved in BP4GG programme delivery, mitigating measures and associated controls so as to reduce exposure and vulnerability. The delivery chain map will be reviewed quarterly with DFID.

DFID is expected to report to central government on the levels of contracted work being allocated to SME and other sub-contracted organisations. It is now a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-government SME Small Business Policy team working on this initiative. DFID is also interested in gathering details of the organisations working within the delivery chains of directly contracted partners. As part of the contractual compliance checking process, suppliers will be required to submit returns providing these details, as a minimum on an annual basis.

Due diligence: The Supplier will be responsible for conducting due diligence on all MNCs and downstream suppliers.

Financial Reporting: the supplier will be required to submit a quarterly financial report to accompany the quarterly performance reports. These should provide a clear and detailed breakdown of activities against the work plan, fees and expense at HQ and country level.

Assets: If the Supplier procures assets, DFID will require a comprehensive asset register to be updated quarterly. Towards the end of the BP4GG programme an asset disposal plan will be required to indicate how assets will be sold, re-used or otherwise disposed of.

11. Skills and Expertise

The Supplier should demonstrate how they will draw upon their team structure and relevant expertise to deliver on the technical aspects of these ToRs, particularly in the following areas:

(a) The ability to deliver outputs related to partnering with business and the generation of joint activities. This is likely to include:

- Expertise in forming/maintaining corporate partnerships
- Expertise in forming/maintaining multi-stakeholder partnerships (which include corporate partners)
- Expertise in promoting business engagement with the Sustainable Development Goals
- Expertise in creating and delivering interventions working through corporate supply chains
- Expertise in engaging those excluded from the supply chains of multilateral and large companies (e.g. gender-specific constraints to economic participation)
- Expertise in incorporating results for poor people in economic development interventions

(b) The ability to provide technical value and insights in the development and implementation of a programme that will support innovation in working with companies to help deliver the Global Goals. This is likely to include:

- Expertise in concepts of 'shared value' and responsible and inclusive business models.
- Expertise in working with emerging markets and low-income market segments.
- Expertise in gender-sensitive and inclusive business practices
- Expertise in corporate sustainability reporting tools

(c) The ability to demonstrate excellent programme management skills, including

- Capability to deliver across a range of different country contexts
- Expertise in financial management and risk assessment
- Due diligence assessment skills for robust analysis of the financial and programme management of partners as well as reputational risk.
- Familiarity with issues of fraud in developmental contexts.
- Familiarity with DFID systems and processes would be helpful
- Ability to bring together a wide range of partners and facilitate lesson learning and evidence uptake by a range of partners.

12. Logistics and procedures

The Supplier will be responsible for all logistical arrangements for successful delivery of the programme, including the delivery of Responsible and Inclusive Business Partnership Projects by themselves, MNCs or other organisations. During the start-up phase, the Supplier will detail how it will meet the requirements.

In terms of delivery of the overall TORs, the supplier should set out how they propose to hire both core and contract staff to deliver the overall contract and for how many days a year. We would expect however at least [two] staff working full time to ensure coordination, consistency, timely reporting and to provide regular point of contact with DFID (including travel to London). Other staff should be based where it makes sense to fulfil this contract effectively, including in DFID priority countries.

13. Reporting

Reports should be sent to the DFID Senior Responsible Owner of the BP4GG programme, currently the Private Sector Adviser and copied to the Programme Manager. For day-to-day matters, the Programme Manager should be contacted copying the Senior Responsible Officer. The supplier will be expected to alert DFID immediately to any risks or issues that could materially affect the delivery of the desired results or have a reputational impact for DFID.

The supplier will provide the reporting deliverables specified in section 7 (Deliverables) above

14. Communication:

Documents and findings may be published and shared more widely in order to be made available to a broader public audience. The Supplier should clearly set out its lesson learning and dissemination approach in a costed and time-bound communication and dissemination plan to be approved by DFID. The Supplier is also expected to agree this plan with downstream partners.

15. Timeframe and Scale up/Extension options

The Supplier will be mobilised during a three-month inception phase. The BP4GG programme will start in 24 February 2020 concluding with final results verification and lesson learning by the end of the programme. The contract duration will be 3 years (including the 12 week inception phase).

No extension of this programme is planned, however the business relationships developed under the Responsible and Inclusive Business Leaders List and Responsible and Inclusive Business Partnership Projects are intended to last longer than the lifetime of the programme. DFID reserves the option to extend the duration and value of the contract by up to 50% more to enable more work of the same scope to be delivered. The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the programme if requested by DFID.

16. Budget

A maximum budget of up to £4,050,000 including any taxes, has been set aside for the BP4GG programme. Bidders are invited to demonstrate what they could deliver within the allocated budget while maintaining excellent value for money and delivering high quality work.

As indicated in the Business Case, the broad allocation of costs are Responsible and Inclusive Business Leaders List – 25%; Responsible and Inclusive Business Partnership Projects – 62.5%; and Evidence and Learning on responsible/inclusive business models – 12.5%. Programme administration costs should be included proportionately within each of these workstreams.

17. Branding

All suppliers that receive funding from DFID must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given without the prior written consent of DFID. A branding discussion will be held with the Supplier and the Implementing Partners. The Supplier will develop an outline communications plan and draft a visibility statement during the inception phase.

18. Transparency

Transparency, value for money, and results are top priorities for the UK Government. DFID has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved. DFID has guidance on the use of its logos, which will be shared with the suppliers/partners where necessary.

DFID has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. DFID requires suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners. It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this DFID – further IATI information is available from: <http://www.aidtransparency.net/>

If any press releases on work which arises wholly or mainly from the project are planned, this should be in collaboration with DFID's Communications Department. Country-facing and UK-facing branding guidelines will be provided by the respective DFID Programme Teams

19. Do No Harm

DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse, but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;

A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.

DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the Issue based programme. However, it is important to adhere to principles of "Do No Harm" to the environment.

20. Duty of Care

The Supplier is responsible for the safety and wellbeing 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. The respective DFID Programme Offices, will share available information with the Supplier on security status and developments in-country where appropriate. The Duty of Care Risk rating for this programme is likely to be Moderate. The Supplier and the DFID Programme Team will keep the Duty of Care Risk level under review and consider amendments as required, e.g. when Responsible and Inclusive Business Partnership Projects are approved depending on their location.

Bidders must develop their Tender on the basis of being fully responsible for Duty of Care for the duration of the Contract. Bidders must confirm in the Tender 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 capability to manage their Duty of Care responsibilities throughout the life of the contract.

If a bidder is unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, their Tender will be viewed as non-compliant and excluded from further evaluation.

Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, Tenderers should consider the following questions:

- Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
- Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- Have you ensured or will you ensure that your staff (if any), are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- Have you ensured or will you ensure that your staff (if any) are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- Have you appropriate systems in place to manage an emergency / incident if one arises?

20.5 The Supplier is responsible for ensuring appropriate safety and security briefings for all 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.

21. Disability Considerations

The Supplier should, as far as possible, carry out disability inclusive development in the delivery of this programme. For DFID, disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. The Supplier should outline their approach to disability inclusion and how people with disabilities will be consulted and engaged throughout the programme.

22. Modern Slavery Considerations

The Supplier should consider the implications of UK modern slavery legislation in their delivery of this programme. DFID is already taking action against modern slavery through current programming, and we are working to expand our reach and scale-up successful country office and centrally managed programmes. A large number of DFID-funded programmes already operating through our country offices look at addressing the underlying vulnerabilities of people at risk of modern slavery. For example:

- Strengthening evidence base of effects of laws, policies, practices on migrant garment and domestic workers
- Advocacy and common understanding of corrective legal, policy and procedural measures
- Information campaigns among employers
- Organising workers to protect themselves and access services
- Sensitising labour recruiters on accountability for fair recruitment

23. Digital

If the programme has a digital element (either directly or by a partner using DFID funding), the Supplier must assist the DFID programme management team to get this reviewed and approved as early as possible by DFID's Digital Service Team.

24. 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 contract.

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

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

Description	Details
Identity of the Data Controller and Data Processor for each category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none">1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.

Definitions

“Data Controller, Data Processor, Data Subject and Personal Data, take the meaning given in the GDPR.

“Data Protection Legislation” (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

“DPA 2018”: Data Protection Act 2018.

“GDPR”: the General Data Protection Regulation (*Regulation (EU) 2016/679*).

“LED”: Law Enforcement Directive (*Directive (EU) 2016/680*)

Appendix B

Key Performance Indicators (KPIs) for the Inception phase

Indicators	KPI Description
1. Quality and Delivery of results	<p>1.1. Quality and timelines of milestones = deliverables (to an agreed number and standard of quality with meaningful contribution to Project outcome and impact)</p> <p>1.2. Quality and timeliness of progress reporting</p> <p>1.3. Number of target recipients reached with knowledge products / services or linkages facilitated (that meet agreed quality standard)</p>
2. Personnel	<p>2.1. Performance of team (including team leader) and appropriate level of expertise/skills allocated to the project.</p> <p>2.2. Performance of supplier's consortium Degree to which issues are raised, reported and addressed.</p>
3. Client and stakeholder relationship management	<p>3.1. Extent to which supplier is responsive to DFID needs</p> <p>3.2. Level and quality of collaboration and cooperation with partners implementing Responsible and Inclusive Business Partnership Projects and other stakeholders</p>
4. Financial Management	<p>4.1. Accurate and timely submission of forecasting and invoices</p> <p>4.2. Quality and timeliness of financial reporting</p>