



Foreign, Commonwealth & Development Office

CALL DOWN CONTRACT

Framework Agreement with: Pegasys Limited

Framework Agreement for: Global Development Delivery Framework (GDD)
Lot 11 – Economic Development and Trade

Framework Agreement ECM Number: ecm_5896

Call Down Contract For: Technical Assistance for the Independence and Reorganisation of the Central Bank of Bangladesh

Contract ECM Number: ecm_7545

I refer to the following:

1. The above-mentioned Framework Agreement dated 18/12/2023
2. Your proposal of 02/06/2025

and I confirm that FCDO requires you to provide the Services (Annex A, Terms of Reference), 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 09/06/2025 ("the Start Date") and the Services shall be completed by 31/01/2026 ("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 FCDO requires the Supplier to provide the Services to the Bangladesh Bank and Government of Bangladesh (the "Recipient").

3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not, exceed £499,890 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

4. FCDO Officials

- 4.1 The Project Officer is:

Redacted



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4.2 The Contract Officer is:

Redacted

5. Key Personnel

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

Redacted

6. Reports

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

7. Call Down Contract Signature

7.1 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 FCDO, FCDO 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 FCDO Contract Officer.

Signed by an authorised signatory
for and on behalf of

Secretary of State for Foreign, Commonwealth
and Development Affairs

Name:

Position

Signature:

Date:

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

Name:

Position:

Signature:

Date:



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Annex A – Terms of Reference

Call Down Title: **Technical Assistance for the Independence and Reorganisation
of the Central Bank of Bangladesh**

ITT Number: **itt_6995**



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Introduction

1. The Foreign, Commonwealth & Development Office (FCDO) seeks a suitably qualified Supplier to manage a technical assistance fund for the reform and reorganisation of Bangladesh Bank – the central bank of Bangladesh.
2. The Government of Bangladesh intends to make Bangladesh Bank independent of Government in 2025. This will require enacting new legislation for the central bank, amending existing legislation and rules and making policy choices around the central bank's remit, operations and governance, its relationship with the government and its accountability mechanism.
3. Bangladesh Bank is also implementing organisational changes to modernise its operational, management, human resource, IT and regulatory structures and practices so that it is fit for purpose. A taskforce has started working and has developed a new organogram and Gantt charts for implementation.
4. FCDO will provide technical expertise to Bangladesh Bank and the Government of Bangladesh to advise on and implement these tasks through this contract. The project is time sensitive and requires rapid mobilisation, deployment of experts and execution.
5. This technical assistance is part of the FCDO's Transformative Economic Policy Programme – Bangladesh (TEPP), which is funded through the UK Government's Official Development Assistance. The purpose of the programme is to improve economic policymaking in Bangladesh through technical assistance to government, strengthening the expertise of local think tanks and producing economic data.
6. FCDO is also providing technical assistance to Bangladesh Bank on bank resolution and recovery through a separate contract, delivered by Deloitte LLP. In addition, the International Monetary Fund, World Bank, Asian Development Bank and International Finance Corporation are also providing technical assistance to Bangladesh Bank. The Bank of England also delivers training workshops to Bangladesh Bank. The supplier of this contract is expected to collaborate constructively with these stakeholders to maximise outcomes.

Recipients and Beneficiaries

7. The recipient of the required services will be the Foreign, Commonwealth and Development Office of the UK Government, Bangladesh Bank and the Government of Bangladesh. The ultimate beneficiaries will be the state and citizens of Bangladesh.



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Scope of work

8. The supplier is required to carry out the following activities related to the reform and reorganisation of Bangladesh Bank:
 - a. **Delivery of technical assistance:** Recruit, deploy and manage a pool of technical experts who will advise Bangladesh Bank and the Government of Bangladesh and directly execute the necessary reforms (e.g. by drafting legislation). Key strategies include ensuring robust technical expertise, facilitating sustainable capacity building. The areas of technical assistance are independence, governance and accountability of central banks, monetary policy, bank supervision/regulation, organisational change management, project management, human resource, communications and IT systems. Subject matter experts should be selected based on their experience in bridging global knowledge with local expertise.
 - b. **Project management services:** Provide on-the-ground project management for Bangladesh Bank so that it can efficiently execute its organisational restructuring and reform plans, in coordination with stakeholders including the Bangladesh government and international institutions (e.g. IMF, World Bank). Project management tasks will include monitoring progress, identifying delivery risks, forecasting requirement of experts and funding, managing relationship with Bangladesh Bank staff and communicating and coordinating with stakeholders.
9. The supplier is required to deploy high quality international and local experts (individuals and/or supply chain partners). The supplier will be responsible for setting/negotiating fee rates of experts, managing deliverables, authorising payments, managing Duty of Care and all HR responsibilities.
10. The supplier is required to manage the timely deployment of experts and provide them with necessary logistical support (e.g. transport, accommodation, insurance, IT equipment, SIM cards).
11. Subject matter technical experts (described in section 8a above) in areas such as central banking, financial regulation and supervisions as well as corporate and other relevant financial sector law, regulations and regulatory systems, can work primarily remotely from abroad (in consultation with FCDO/Bangladesh Bank), with some requirement to work in country as need arises. The Supplier will be expected to deploy in Bangladesh at least two international experts within the first month to undertake the initial diagnostics and needs assessment. A minimum of two further visits in months 3-8 of the contract should be planned for. Beyond that, the supplier is required to reflect on the deliverables and propose an appropriate level of travel/presence in Bangladesh to facilitate their delivery, based on the supplier's plans for delivery, past experience and contextual understanding.



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12. Consultants with expertise in project management/Human resources/change management/IT/communications (described in section 8b above) shall be required to work on site in Bangladesh. The Supplier will need to provide office space to consultants, given space constraints at Bangladesh Bank.

Expected outputs/deliverables

13. The supplier will be responsible for the following outputs and deliverables:

Month 1 deliverables:

- a. A rapid needs assessment based on consultation with senior management of Bangladesh Bank, FCDO and other stakeholders
- b. An advisory report outlining options on central bank independence with recommendations tailored to the Bangladesh context.
- c. A prioritised Implementation Plan for reforming Bangladesh Bank's internal structures, processes and systems in two phases: phase one to be completed by the end of 2025 and phase two to be completed by the end of 2026.

Work Plan deliverables:

The supplier is also responsible for the following deliverables and is required to prepare a Work Plan by the end of month 2 that provides more detailed outputs, the actions for delivering them, timelines/milestones, and KPIs for measuring the quality of delivery.

- d. Direct drafting of new legislation for an independent central bank, plus drafting for other relevant legislative reform initiatives including drafting advice and quality assurance.
- e. An advisory report on the formation and operation of independent monetary policy and financial stability committees of the central bank.
- f. An advisory report on strengthening governance processes and reforming accountability mechanisms of Bangladesh Bank.
- g. A future state strategy for Bangladesh Bank featuring a modern, fit for purpose human resource and talent management strategy, policies and processes; management processes that promotes accountability, collaboration and efficiency with clear roles and responsibilities. This strategy will guide the Bangladesh Bank over the medium term and will complement the Implementation Plan (deliverable c).
- h. All necessary expertise and support to deliver phase one of the Implementation Plan (per point c above) with a smooth transition to the new management structure and organogram with minimal disruption. The supplier is required to provide support for



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change management and internal communication for a smooth transition from the old organisational structure to the new structure.

Requirement of subject matter experts and project management personnel:

14. The supplier is expected to provide technical experts with the following expertise and experience:
 - a. The team leader should have experience of implementing public sector reform projects in developing countries, preferably in South Asia.
 - b. International central banking expertise with significant experience in senior/leadership roles in a reputed central bank, including monetary policy and bank supervision/regulation. Experience of providing advisory services to governments and/or central banks, especially in developing economies, is preferred.
 - c. International and/or National legal expertise on legislation related to central banks and financial regulation/supervision. To include experience of Bangladesh's banking, corporate and other relevant financial sector laws, regulations and regulatory systems.
 - d. Project management expertise with experience of managing complex and time sensitive projects, excellent interpersonal skills and ability to work with top officials of the government and international institutions. Project management certification, experience of working in Bangladesh preferred. Fluency in speaking and reading Bangla is a plus.
 - e. Human resource and change management expertise. Experience of working with public sector organisations, especially in South Asia, preferred.
 - f. IT expertise relevant to the contract deliverables.
 - g. Communications expertise relevant to the contract deliverables.
15. The supplier is required to propose a plan for the deployment of experts which builds in flexibility for the scope and deliverables of this contract to develop and be further defined over the contract duration. In addition to the named experts to be deployed in the delivery of specific deliverables, the supplier is encouraged to propose flexible pools of technical experts (with capped day rates) to be deployed when the contract deliverables develop/are further defined such that they require more resource than originally forecast. The flexible pool(s) of technical experts should be clearly described in the technical proposal and commercial pro forma.

Governance, Management, and Delivery Structures

16. All project personnel contracted and deployed by the Supplier (including all technical experts) will be required to work closely and collaboratively with the Governor of



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Bangladesh Bank and/or any officials delegated by the Governor for day-to-day activities. The Supplier's team members will work directly with the Taskforce on Bangladesh Bank Independence and Reforms.

17. FCDO staff based at the British High Commission Dhaka will have oversight of the project activities and deliverables, including the quality of outputs and the effectiveness of the Supplier's engagement with stakeholders. The FCDO programme management will be led by the Senior Responsible Owner (SRO), Lead Adviser and the Programme Responsible Owner (PRO). The SRO, PRO, Advisers and other members of the programme team will report to the Deputy Development Director of the British High Commission Dhaka who will provide oversight and strategic direction.
18. There will be a project coordination committee comprising of the SRO, PRO, lead adviser, representatives from Bangladesh Bank and the Taskforce on Bangladesh Bank Reforms and representatives of the Supplier. The project coordination committee will meet on a monthly basis for the first two months of the contract, and quarterly thereafter. There will be a project steering committee comprising of the Deputy Development Director of the British High Commission Dhaka, the Governor of Bangladesh Bank, representative of the Taskforce on Banking Reforms and the Team Leader of the Supplier project team. These meetings will be substantive and involve discussions on the progress being made against the workplan and associated risks with mitigations. These meetings will be held virtually via MS Teams or a similar method.

Budget, Timeframe and Reporting

19. The initial contract will be for a period of 8 months with a maximum budget of £500,000.
20. The project is time critical. As such the supplier must be able to mobilise immediately from the start date of the contract. There are day 1, week 1 and month 1 milestones (see section 22 below).
21. After month two, the supplier is required to submit Quarterly Reports (i.e. for quarters ending at month 5 and month 8) to FCDO which outline progress made against the Work Plan including activities undertaken in response to emerging needs not included in the original Work Plan. Each quarter, the Supplier is required to send a sample of outputs delivered to Bangladesh Bank, excluding any reports, data or information deemed to be sensitive by Bangladesh Bank. The FCDO will seek feedback from Bangladesh Bank officials on the quality of the work delivered by the Supplier.

Project milestones



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22. The supplier is required to deliver the following deliverables at the following milestones:

Initial Milestones	Deadline (end of stated day/week/month)
Mobilisation meeting between FCDO, Supplier and Bangladesh Bank (BB)/Taskforce on BB Reform	Day 1
Meetings with key stakeholders: Bangladesh Bank officials, Taskforce on Bangladesh Bank Reform	Week 1
Rapid needs assessment based on consultation with senior management of Bangladesh Bank, FCDO and other stakeholders	Month 1
Advisory report outlining options on central bank independence and reorganisation	
Implementation Plan for reforming Bangladesh Bank's internal structures, processes and systems	
Revised, costed and timebound Work Plan (revising the costed Work Plan submitted in the Supplier's tender) agreed with Bangladesh Bank and FCDO	Month 2
Quarterly progress report (with Bangladesh Bank endorsement on deliverables)	Month 5
Quarterly Progress report (With Bangladesh Bank endorsement on deliverables)	Month 8

Provision for no-cost extension

23. This contract will be for a period of 8 months (to 31/01/2026) with an option to extend for 2 additional months (to 31/03/2026) based on FCDO requirements, with no increase to the contract value. Extension shall be determined by FCDO and must be confirmed by formal contract amendment signed by both parties to the contract.

Payment and performance

24. Payment will be made quarterly in arrears within 30 days of receipt of an undisputed valid invoice as per the Core Terms. "Quarters" are defined as the following periods: months 1-2, months 3-5, and months 6-8. If the extension option is applied then there would be an additional "quarter" for months 9-10.

25. All (one hundred percent) of approved expenses (all costs except staff pay) will be reimbursed on an actual expenditure basis (evidence of expenditure must be made



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available to FCDO on request). The Supplier may not exceed the rates tendered in their original proposed and recorded in the contract. Ninety percent of fees (staff pay, NPAC and Profit) will be linked to achievement of milestones, paid quarterly.

Programme milestones are specified in the table in section 22 above. Further detail and further milestones will be agreed following the review of the costed workplan at the end of month 2 and the end of month 5.

26. Ten percent of total fee payments to the Supplier shall be linked to Key Performance Indicators (KPIs) – see section 29 below. The Supplier will be assessed against the KPIs every quarter as part of contract management. The purpose will be to manage the Supplier's performance throughout the life of this contract.

Key Performance Indicators

27. FCDO will assess the contract management KPIs at the end of month two and then every quarter (if the extension option is applied then KPIs will be assessed at the end of the two month extension period too). The Supplier is required to submit evidence of delivery against the KPIs no later than ten working days after the end of each assessment period. FCDO will respond with feedback, including relevant observations from Bangladesh Bank, and confirmation of any KPI penalties incurred, within ten working days of the supplier evidence deadline (i.e. twenty working days after the end of each assessment period).
28. Contract management KPIs are illustrated below and may be further developed and refined by FCDO with input from the Task Force on Bangladesh Bank Reforms during the first 2 months of the contract (and if FCDO considers a review necessary at any point in the contract duration to ensure that the KPIs and methodology are fit for the contract).
29. KPI penalties will be applied in accordance with the details in the table below. Invoice adjustment will be required if any KPI is graded as a C. The Supplier will be required to adjust each quarterly invoice for any penalties incurred in the previous quarter, except for the final quarter of the contract (when the supplier is required to adjust for any penalties incurred in the final quarter, waiting to submit an invoice until the KPI results have been confirmed by FCDO). The KPIs and scoring methodology are described below.

KPIs	Measure of achievement	Acceptance criteria	Financial penalty if scored as grade C



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1) Project personnel	Sourcing Consultants with requisite expertise and experience are deployed at all times to ensure optimal outcomes	<p>All subject matter experts contracted by the Supplier possess experience and expertise on central bank independence/reform, monetary policy, bank supervision/regulation, organisational change management, (project management, human resource, communications and IT systems. All project personnel deployed have the experience and expertise outlined in the supplier's proposal and costed Work Plan.</p> <p>Grades:</p> <p>A: right fit based on experience and expertise</p> <p>B: has the right qualifications but limited experience</p> <p>C: Staff member does not have the experience and qualifications required for the project. Grade C will be applied if any of the core technical team members individually fall short of an A grade.</p>	2% of fees
2) Timeliness	Skilled project personnel are deployed in line with costed workplan, contractual milestones and any timeline agreed with FCDO and Bangladesh Bank.	<p>'Deployed' means the assignment and mobilization of project personnel to begin work, unencumbered by any previous/other work commitments, and present in Dhaka if agreed with Bangladesh Bank and FCDO – including project management/HR personnel.</p> <p>Grades:</p> <p>A: >90% of project personnel are deployed on time</p> <p>B: >80% of project personnel are deployed on time</p>	2% of fees



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		C: <80% of project personnel are deployed on time	
3) Quality of services provided	All project deliverables and advice meet high quality standards, are feasible and align with intended purpose as evaluated by Bangladesh Bank and FCDO. Bangladesh Bank will review and feedback on all outputs, while FCDO will assess a representative sample of outputs to evaluate overall quality.	<p>Grades:</p> <p>A: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter are accurate, technically sound, implementable and feasible within the resource constraints of Bangladesh Bank and the government of Bangladesh.</p> <p>B: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter are technically sound but not feasible given resource and capability constraints.</p> <p>C: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter fall short of the standard required due to inaccuracies, technical limitations or material obstacles to implementation. Grade C will be applied if any outputs provided in a quarter are graded as C.</p>	4% of fees
4) Collaborative approach to execution	Supplier engages actively and ensure seamless integration of relevant stakeholders/project personnel, where responsiveness and adaptability is demonstrated by suppliers flexibility to	<p>Feedback from Bangladesh Bank about the collaborative approach.</p> <p>Grade:</p> <p>A) Bangladesh Bank provide consistently positive feedback.</p>	2% of fees



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	accommodate clients' needs in line with FCDO priorities. Good relationship/communication/coordination with Bangladesh Bank, and key stakeholders. Supplier is proactive in navigating complex project environment, ensuring challenges are overcome through effective relationship management through senior stakeholders	B) Bangladesh Bank raise minor issues, with no more than one piece of negative feedback per quarter. C) Bangladesh Bank raise a major issue around engagement/communication/relationship/collaboration, or more than one minor issue per quarter.	
5) Social Value	The supplier is required to include within their technical proposal clear and tangible Social Value commitments that address MAC 3.1 'Supply Chain Diversity' (see section 60 below).	The supplier is required to propose Social Value targets that are specific and measurable. These targets will then be treated as KPIs and monitored alongside the other KPIs above.	0% (not subject to financial penalties)

Exit Plan

30. The Supplier should include an Exit Plan at the end of Month 2 which should be updated in the penultimate Quarterly Report. This will be a plan for the organised wind down of the contract and handing over to another supplier or Government counterparts. It should detail how to hand over the work and build on the support provided to ensure sustainability. This Exit Plan will be reviewed and approved by FCDO; Suppliers are expected to respond to feedback.

Scale Up and/or Down Provisions

31. FCDO reserves the right to scale down the value and/or scope of the contract or to discontinue this programme at any point. Scaling down is at FCDO's discretion. Scaling down may be triggered by a variety of events/reasons including (but not limited to):

- A change in the regions' economic or political environment.
- A change in the political landscape/legislation.
- A change in FCDO or HMG's priorities.



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- Budgetary constraints.
- Dissatisfaction with Supplier performance.

32. Scaling down may take various forms, such as (but not limited to):

- Decrease of programme value.
- Decrease or change of programme scope (such as thematic scope or geographic scope).
- Decrease of programme duration.
- Withdrawal or decrease of support from certain countries/regions.
- Reduction of FCDO's ability to deliver programme funds.

33. Conversely, FCDO may also decide to scale up the programme. Any scaling up should be mutually agreed between FCDO and the Supplier. Scaling up may be requested by FCDO subject to internal approvals as a result of various events/reasons, including (but not limited to):

- The programme proves to be having a strong impact and has the potential to yield better results, dependent on budget and ongoing effectiveness of the programme.
- There is a change in FCDO or HMG's priorities, including a change in geographical, or thematic focus.
- There is a change in the focus of the support identified by Bangladesh Bank and agreed by BHC Dhaka.

34. Scaling up may take various forms, including (but not limited to):

- Increasing the funding amount of one or more components/categories or adding funding for new components to support programme delivery.
- Increasing or changing the programme scope (such as thematic scope or geographic scope).
- Increasing the programme duration.
- The Supplier will need to demonstrate capacity and continued capability to scale up.

Other Requirements

Monitoring and Evaluation



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35. The Supplier will be subject to continuous monitoring and assessment by FCDO. Formal monitoring of its performance, progress and delivery includes monthly and quarterly meetings detailed above. The Supplier will also be expected to participate in the annual review of the TEPP programme.
36. At the end of Month 2, the Supplier will produce a Work Plan that completes the analytical phase and includes a work plan for the Implementation Stage. This will include details on traction from key stakeholders. This is fully detailed above.

UK Aid Branding

37. The Supplier will not use UK branding given the sensitive nature of the programme.

Transparency

38. Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved.
39. FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. FCDO requires the Supplier 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 the Supplier and downstream partners 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 to FCDO – further information is available from: <http://www.aidtransparency.net>

Value for Money

40. The supplier is required to deliver the services in a way that achieves Value for Money (VFM). VFM approaches should be applied throughout the programme life and should cover economy, efficiency, effectiveness, equity, and cost effectiveness, as defined in FCDO's Approach to Value for Money.
41. When pricing the services, the supplier is required to take account of FCDO specific requirements for this contract:
- NPAC and Profit (combined) as a percentage of the overall contract value should be no higher than the median combined percentage for GDD Lot 11 call-downs, or 15% (whichever is lower).



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- Day rates for National staff should be consistent with FCDO benchmark data for Economic Development contracts in Bangladesh and the wider India & Indian Ocean region.

Delivery Chain Mapping

42. FCDO is interested in gathering details of the organisations working within the delivery chains of directly contracted Suppliers. As part of the contractual compliance checking process, the Supplier will be required to submit returns providing these details, as a minimum on an annual basis. They will also be required to map out full delivery chains.

Digital Spend

43. The UK government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society, or non-governmental organizations. The Government Digital Service (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and FCDO is required to report all spend and show that what we have approved meets with GDS Digital Service Standard. In FCDO, this applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. Plans to spend programme funds on any form of digital service must be cleared with FCDO in advance and must adhere to the following principles:

- i. Design with the user
- ii. Understand the existing ecosystem.
- iii. Design for scale
- iv. Build for sustainability.
- v. Be data driven.
- vi. Use open standards, open data, open source & open innovation.
- vii. Reuse & improve.
- viii. Address privacy & security
- ix. Be collaborative.

44. The Supplier must ensure to highlight any digital aspects including prospective budget assigned to these interventions, licenses/permissions required and sustainability of investment.



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Fraud and Corruption

45. FCDO has zero-tolerance approach to corruption. The Supplier will need to put in place a comprehensive risk management system appropriate to the context and consistent with FCDO's own methodologies. have full responsibility for monitoring and putting in place mitigation strategies, policies and procedures for preventing fraud and corruption.
46. All suspected cases of fraud must be reported immediately to FCDO.

Safeguarding Considerations

47. Do No Harm - FCDO requires assurances regarding protection from violence, exploitation, and abuse through involvement, directly or indirectly, with FCDO Supplier(s) 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.
48. The Supplier(s) needs to demonstrate a sound understanding of the ethics in working in this area and apply these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including technical assistance should recognise and mitigate the risk of negative consequences for women, children, and other vulnerable groups. The Supplier(s) 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 the reporting and addressing of safeguarding incidences related to the Supplier(s)'s activities, should be included in both regular and annual reporting to FCDO.
49. Safeguarding risks should be included in the risk matrix that the Supplier(s) develops. As part of the Supplier(s)'s role in monitoring of projects, the Supplier(s) should report to FCDO any safeguarding issues it becomes aware of during the implementation of projects by the Government of Bangladesh and other stakeholders.

Duty of Care

50. FCDO will not take responsibility of personal security and well-being of the Supplier or the downstream partners. The Supplier will be responsible for Duty of Care of the staff contracted on the programme.
51. Regarding information security, the Supplier is responsible for not sharing sensitive information with any parties other than FCDO.
52. The Supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities under this contract, including appropriate security



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arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

53. FCDO will share available information with the Supplier on security status and developments in country where appropriate.

Working arrangements

54. The Supplier will be responsible for their own working space, including laptops, mobiles and other equipment. They will also be responsible for managing their travel and any local transportation and hotels as relevant.

Conflict of Interest

55. Neither the Supplier nor any of the Supplier's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract. The Supplier and the Supplier's Personnel shall notify FCDO immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
56. Documents produced from the supplier will be for FCDO and will be the property of FCDO. The sharing and usage policy will be at FCDO discretion.
57. Documents produced by the supplier as part of this contract are likely to be disclosed as part of the tender pack of any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or for the Transformative Economic Policy Programme – Bangladesh (TEPP), in order to mitigate any perception that the supplier has an unfair competitive advantage in the competition(s) for the future contract(s). FCDO will endeavour to redact commercially sensitive information but ultimately sharing and usage policy will be at FCDO discretion.
58. Conflict of Interest assessments will be carried out as part of the tender for any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or Government of Bangladesh. The supplier of this contract (the subject of this TOR document) would be required to disclose their participation in this contract if they were to bid for any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or Government of Bangladesh and address the risk of unfair competitive advantage. If the risk of unfair competitive advantage is not sufficiently mitigated, it could be grounds for exclusion from any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or Government of Bangladesh. The supplier of this contract (the subject of this TOR document) should consider putting controls in place for this contract that might mitigate this future risk, but doing so will not guarantee that they will pass any future Conflict of Interest assessment.



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Social Value consideration

59. In addition to core deliverables, the supplier is required to include within their technical proposal a contribution to the theme of social value and related reporting metrics and targets for measuring this contribution.
60. The Supplier is required to propose clear and tangible Social Value commitments, supported by appropriate plans/methods/resources, that address MAC 3.1 'Supply Chain Diversity' within the 'Social Value Model' model found in the link. (<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>)..
61. Social Value commitments need to be accompanied by targets that are specific and measurable. These targets will then be treated as KPIs and monitored alongside the other KPIs described in section 29 above.

General Data Protection Regulations (GDPR)

62. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A.



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Appendix A of Call-down Contract (Terms of Reference)

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 FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract:</p> <p>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,• Any personal data required for the administration and fulfilment of this contract.• Name, address, date of birth, NI number, telephone number, pay, images, protected characteristics under the Equality Act 2010 (UK)• Staff (including volunteers, agents, and temporary workers), clients (including staff of the Bangladesh Bank, Bangladesh Government and Bangladesh Government Agencies), suppliers, members of the public, users of a particular website etc