

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Cardno

Framework Agreement for: Wealth Creation Framework

Framework Agreement Purchase Order Number: Po 5929

Call-down Contract For: Technical Assistance Project for Business Licensing, Registration and Support Services (TABS)

Contract Purchase Order Number: Po 7377

I refer to the following:

1. The above mentioned Framework Agreement dated; 28th January 2013.
2. Your proposal dated; 11th January 2016

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 1st August 2016 ("the Start Date") and the Services shall be completed by 15th September 2018 ("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 **DFID Mozambique** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£948,165.00** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

28. Milestone Payment Basis

- 28.1 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 28.1 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 Mozambique.

4.2 The Contract Officer is:

[REDACTED] East Kilbride.

5. Key Personnel

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

- i. [REDACTED] - Team Leader
- ii. To Be Confirmed - Administrative Assistant
- iii. [REDACTED]
- iv. [REDACTED] - Project Manager

6. Reports

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

7. Scale Up/Down

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 (i.e. in relation to the Programme's inputs, outputs, deliverables, outcomes and prize fund element) during the course of the contract.



8. Break Clauses and Contract Management

- 8.1 Due to the duration and the nature of the programme, the contract must have adequate provision for variation to adapt to changes that occur. DFID shall, as a condition of proceeding from one phase to the next, have the right to request changes to the contract, including the Services, the Terms of Reference and the contract price to reflect lessons learned, or changes in circumstances, policies or objectives relation to or affecting the programme.

The key review points for the Programme and Contract are at the stages as described in the Terms of Reference. For the avoidance of doubt, there will be a formal break point at the end of the Inception Phase. Progression to the Implementation phase will be dependent on effective delivery of Inception phase outputs, satisfactory performance of the Supplier, and DFID's agreement to work-plans and any revised costs for the Implementation period. The Inception report should include all deliverables outlined in Annex B, but also include;

- a) Key Performance Indicators (KPIs) and Quality Assurance mechanisms, including Means of Verification (MoV) will be agreed with DFID during the inception phase and will be monitored and measured during the Implementation Phase;
- b) Provision and agreement by DFID of an updated and detailed Implementation Phase Budget;
- c) A Value for Money (VfM) plan for identifying and securing future benefits which maximise programme effectiveness through the life of the contract.

- 8.2 There will also be Annual Reviews (ARs) on performance and deliverables against agreed milestones and results with future targets and milestones being agreed and re-defined as part of this review activity.

- 8.3 DFID reserves the right to scale back or discontinue this programme at any point (in line with our Terms and Conditions) if it is not achieving the results anticipated. Conversely, we may also scale up and/or extend the programme (subject to internal DFID approvals) should it prove to be having a strong impact and has the potential to yield better results

9. 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:



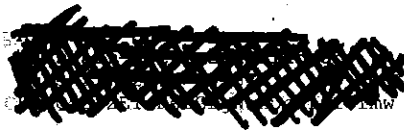
- II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
- II.2. Any claim, howsoever arising, by the 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. Call-down Contract Signature

- 8.1 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:

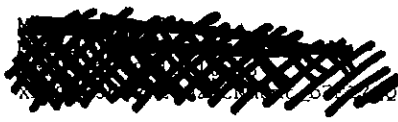
Signature:

Date:

For and on behalf of

CARDNO

Name:



Position:

Signature

Date:

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Terms of Reference: Technical Assistance Project for Business Licensing, Registration and Support Services (TABS)

Introduction

The Department for International Development (DFID's) mission is to help eradicate poverty in the world's poorest countries and this is underpinned by our set of values:

- Ambition and determination to eliminate poverty
- Ability to work effectively with others
- Desire to listen, learn and be creative
- Diversity and the need to balance work and private life
- Professionalism and knowledge

DFID is seeking to work with Service Providers (SP) who embrace the DFID supplier protocol and in addition demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors in an ethical and responsible manner, complying with International Labour Organisation (ILO) standards on labour, social and human rights matters.

Value for Money (VfM) is important for all DFID programmes and as such, in all our activities, we will seek to maximise the impact of DFID's spend on programmes and encourage innovative ideas from our partners and suppliers to help us to deliver Value for Money.

The Department for International Development (DFID) leads the UK Government's work to end extreme poverty. DFID works directly in 28 developing countries across Africa, Asia and the Middle East. The UK Government's long-term vision for the Middle East and North Africa region is a prosperous, stable region based on open, democratic societies with greater social, economic and political participation of its people.

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/>

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Objective

The objective of this project is to provide Technical Assistance to help the Government of Mozambique (GoM) to effectively deliver services to the private sector, with a particular focus on business licensing, registration and ongoing regulatory support.

Recipient

The main recipient of this support will be the Government of Mozambique; more specifically the Directorate for Support to the Private Sector (DASP) within the Ministry of Industry and Commerce (MIC).

Scope

DFID Mozambique would like to contract a Service Provider, to offer flexible Technical Assistance, to support the Ministry of Industry and Commerce deliver and implement policy reforms, systems - and capacity-building needed to facilitate the growth of the private sector in Mozambique.

The TA will work directly with the MIC directorate responsible for providing support to the private sector (DASP). This will include, but not be limited to, support for the ongoing strengthening of the One Stop Shops (*Balcão de Atendimento Único*, BAU) which are the focal point for business licensing and registration, and support for the effective implementation of the e-BAU project, which will provide an electronic platform for this.

The Service Provider will work directly in the DASP providing both long-term (resident) and short-term technical assistance and advice, and delivering training, capacity building and dissemination activities, to support the work of DASP, BAU and e-BAU.

The details of the specific activities to be supported will be finalised during the inception phase (and subsequent work planning processes) but should build on the initial scoping work completed in August 2014 (enclosed to this TOR). It is expected that the following activities should be given priority:

- Support to DASP strategic planning, including that for the BAU/eBAU projects
- Advice and support to process of formalising agreements between full range of public and private institutions associated with the BAU and to facilitating ongoing linkages and communications between them
- Call-down legal advice and support to ensure that reforms are compliant with and/or effectively reflected in legislation (including to help redrafting as needed)
- Help develop content for training materials, guidelines, and an effective help desk function (including ePlatforms)
- Roll out training to relevant stakeholders on above (including training of trainers)
- Provide advice and options to government on how to institutionalise the eBAU project to ensure its sustainability

Methodology/Approach

We expect to contract a Service Provider to manage the delivery of the following:

- A resident advisor, who will be technically skilled to drive and support the implementation of the policy and business reform agenda of the Government of Mozambique with particularly focus on the e-Bau initiative. He/she will report to the Director of DASP and support the Director and Coordinator of the eBAU project.
- A package of short-term, expert advice on a call down basis in relevant areas as identified through the work planning process and agreed by the Coordination Committee

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- Funds to support delivery of targeted training and capacity building and awareness raising activities linked to the above.

The TABS project implementation will entail a Coordination Committee, responsible for approving project work plans and budgets including short-term advice and training needs. The Coordination Committee will be also responsible for reviewing progress, as presented by the Service Provider. The TABS Project Coordination Committee will comprise the Director of DASP, Director of the eBAU project, DFID, and other interested parties involved in these reforms. The Coordination Committee will meet at least quarterly, but may meet more frequently as needed (e.g. during the project inception phase) and as requested by the Service Provider.

Deliverables

The project has been designed to be flexible, and nimble to effectively deliver implementation of activities that will contribute to the project objectives as required. However, a full set of deliverables will be agreed during the inception phase by the Coordination Committee.

The Service Provider should produce an Inception Report no later than 6 weeks after contract signature, which will include: an overall work plan and budget for project; definition of milestones; clear strategy for project delivery; and detailed work plan for first 6 months.

Once operational, the Service Provider will provide to the Coordination Committee Quarterly Project Reports that detail: progress to date; work planning priorities for next period; budget execution; and key challenges, risks and opportunities that could affect project delivery.

Timeframe

We envisage the TABS project to run for 2 years beginning in the first quarter of 2016. There should be an initial inception phase (of no more than six weeks) to begin immediately upon contract signature.

Budget

The estimated budget for implementation of this project is up to **£948,165.00**.

Coordination and Reporting

The Service Provider will be directly contracted by DFID and for contractual matters will report to the Inclusive Growth Policy and Programme Manager. Administrative support will be provided by a Project Officer.

More generally on the project implementation, the Service Provider will report to the TABS Project Coordination Committee. On a day-to-day basis, the Service Provider (through the Resident Advisor) will report to the DASP Director.

Constraints & Dependencies

The resident advisor will be embedded in the DASP/MIC. He/she will be working in DASP sharing offices and office consumables with other DASP colleagues.

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Qualifications Required

The Service Provider will suggest a full-time resident advisor and support staff, and accompanying with short-term technical experts able to deliver programme outputs and outcomes. The Service Provider will have to demonstrate the following requirements:

- excellent broad based knowledge of the policy level environment for the business licensing and registration to promote private sector to growth, and public services reforms;
- excellent understanding of business enabling environment in the Mozambican context;
- robust capabilities for diagnosing key business enabling environment constraints and designing solutions and/or strategies to address these constraints, and red tapes;
- solid experience on advising on the technical implementation of business licensing and registration reforms and developing institutional capacity to drive reforms, as well as assessing and addressing non-technical constraints that can undermine these reforms;
- solid capabilities for analysing and the formulating policies and strategies for private sector development, working with government at different levels, with the private sector, civil society, research organisations, and academics; and,
- Ability to bring international best practise around business reforms and policy making.

The Resident Advisor will be a key position for the delivery of the programme. The person proposed for this position will need to demonstrate strong leadership and visioning skills, and strong practical understanding of business licensing and registration as it relates to the implementation of an electronic modernization system aiming to improve public services. The Resident Advisor will also need to demonstrate a strong communicating skills and ability to work in a multidisciplinary public sector team. Ability to communicate in Portuguese will be essential for this role.

The Service Provider should also provide a good mix of short-term TA pool, comprising of :

- Business and sector regulation including business registration, licensing, other measures to strengthen competitiveness.
- Policy development that incentivizes private investment, and improves business climate.
- Legal aspects of investment climate reform.
- Public service reforms training and capacity building on business licensing and registration.

At the management level the Service Provider will have to demonstrate:

- The ability to manage and account for substantial levels of funds;
- Experience in the procurement of services and the application of international best practice;
- Experience of working with DFID (or other comparable Agencies) and ideally a clear understanding of applicable DFID's systems and procedures;
- Experience of producing highly effective monitoring and reporting documents as related to all aspects of the Programme (financial, programmatic, risks, results, etc.).

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Background

In late 2014, DFID (UK Department for International Development) agreed with the Government of Mozambique (GoM) a new results-based economic development focussed budget support and technical assistance programme (the Economic Development Policy Grant - EDGP) to be implemented throughout 2014-2019. Delivery of policy results, and improved policy dialogue, in the area of Inclusive Growth are key objectives of this UK financial support programme. The areas that the EDPG is focusing on includes: (i) the macro fiscal policy framework (including public investment management, fiscal risk management and extractive sector revenue management), (ii) transparent and accountable government systems for service delivery (including public finance management, procurement), and finally (iii) the business environment and other measures to support SME development and growth (including business licensing, registration and support services).

This term of reference is referring to the technical assistance support focusing on business licensing, registration and on-going support to e-Bau project currently being implemented by Government of Mozambique. Through the Improvement of Business Environment Strategy (called – EMAN II) 2013-2017, the Government of Mozambique (GoM) is committed to undertake reforms that contribute to business environment improvements by simplifying the business cycle, and improving competitiveness. EMAN II is consolidating the reforms initiated in the previous strategy and improving the control mechanisms for implementation and monitoring. The main guiding principles of the strategy are: (i) enhanced focus on the domestic investor given its role in the economy, and (ii) the completion of e-BAU as an integrated IT platform and database to focus the provision of services to citizens.

The Directorate for Support to the Private Sector (DASP) under the Ministry of Industry and Commerce (MIC) has the mandate to manage the creation and implementation of one-stop-shops (BAU). The objective of this is to facilitate business owners to meet all the required formalities when opening a business. The aim is to improve public services, through simplification, flexibility and speed of administrative procedures related to requests to be present by citizens.

DASP is also responsible for implementing the GoM reforms programme on licensing economic activities and the modernization of the provision of services to the citizen through an Integrated Platform for Services to Citizens (e-BAU). This is a digital service that makes it easier for commercial, industrial and tourism businesses to quickly obtain their licenses. The e-BAU is funded by the GoM and, currently, the Investment Climate Facility for Africa (ICF).

DFID has commissioned a scoping study where jointly with DASP, a set of policy measures and defined activities were identified for support, and it proposes targets to be achieved throughout the implementation of this TA support programme. These policy measures and targets may be included in the joint Performance Assessment Framework.

Duty of Care

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

DFID will share available information with the Service Provider on security status and developments in-country where appropriate.

The Service Provider is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract. Travel advice is also available on the FCO

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website and the Service Provider must ensure they (and their Personnel) are up to date with the latest position.

Theme	DFID Risk score
OVERALL RATING[1]	2
FCO travel advice	2
Host nation travel advice	Not available
Transportation	3
Security	2
Civil unrest	2
Violence/crime	3*
Espionage	2
Terrorism	2
War	2
Hurricane	1
Earthquake	1
Flood	2**
Medical Services	3***
Nature of Project/ Intervention	

1 Very low risk	2 Low risk	3 Medium risk	4 High risk
Low		Medium	High

For further information please consult the FCO travel advice: <https://www.gov.uk/foreign-travel-advice>

Other Documents

- Scoping Study – Support to MIC activities to engage with and support the private sector (e-BAU project focus)