

**Section 4 Appendix A**

**CALLDOWN CONTRACT**

**Framework Agreement with: DAI Europe Ltd**

**Framework Agreement for: Expert Advisory Call Down Services Framework (EACDS)**

**Framework Agreement Purchase Order Number: 7468**

**Call-down Contract For: Dhaka Plastics Waste Management Pilot**

**Contract Purchase Order Number: 8416**

I refer to the following:

1. The above mentioned Framework Agreement dated **19<sup>th</sup> October 2016**;
2. Your proposal of **26<sup>th</sup> September 2018**

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 **20<sup>th</sup> December 2018** ("the Start Date") and the Services shall be completed by **20<sup>th</sup> March 2020** ("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 DFIDs Climate and Environment Department and DFID Bangladesh ("the Recipient").

**3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed **£572,504.37** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

**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

4.2 The Contract Officer is:

REDACTED

5. Key Personnel

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. 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  
DAI Europe Ltd

Name:

Position:

Signature:

Date:

## Section 4, Annex A

### Call-down Contract

### Terms of Reference

#### Dhaka Plastics Waste Management Pilot

#### Background

It is DFID's intention to run 3 short pilot interventions as part of the approved "Tackling Plastics on Oceans" business case (Project number 300604). The pilot projects aim to understand what works to reduce and manage plastics in low income city contexts, including reducing their downstream impact on oceans. The pilots will consolidate and learn from these results in order to inform the UK and the world on methods that effectively reduce the burden of plastics on Oceans.

Early scoping<sup>1</sup> work was undertaken to identify the nature of the problem in many low-income city contexts. One context identified was Dhaka where DFID staff then further explored the nature of how plastics and waste are managed, the interventions that catalyse such efforts and the opportunities to improve recycled plastic waste handling whilst improving the impact on oceans and the poor.

Dhaka presents a unique context where there is a vibrant manufacturing industry which imports plastics into the local supply chain. In parallel there is an informal economy on plastics which presents some value to the commodity, but doesn't make full opportunity of the local manufacturing sector which employs around 4 million people in Dhaka, and is the source of a significant proportion of the world's garment and other plastic goods supply. The barriers to improvement appear to coalesce around the ability of local recycled plants and operations to sustain a supply of quantity and quality of supply to a demanding manufacturing sector, against reliable foreign sourced alternatives.

#### Purpose

This pilot seeks to catalyse and assist appropriate private sector action that could then impact positively on Dhaka's plastics waste management and a reduction of plastic waste output on oceans. The pilot would do this by increasing capacity that improves relevant recycling processes and recycled resin quantities and qualities.

Currently around 178 tonnes a day of plastic waste is generated by Dhaka's 20 million population and thriving industrial base. Around 40 tonnes is sold to the informal economy and the rest is disposed of which is then sorted and collected at landfill by an informal economy. The estimated total demand for resin in Bangladesh is around 540,000 tonnes per year. However, only around 10% of recycled resins re-enter the local economy and the rest of the resin demand is imported from petrochemical sources. The difference in unit cost between petro chemically produced imported resins and that domestically sourced recycled resins is significant. Also, the fact that plastics have a value in this context is positive. All of this presents a value chain opportunity that may bring about a transformation to the sector from which the world can learn.

Therefore, through the efforts undertaken in this pilot, a key result is the improvement of value chains and improvement of the prospects of informal workers who collect and sort plastic waste.

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<sup>1</sup> ICED scoping report 12<sup>th</sup> March 2018

## Objectives

The objectives of this assignment are fourfold:-

- 1) Testing interventions / technologies (such as pelletizing) that increase capacity and quality of locally produced recycled resins
- 2) Gathering evidence of impact of what works (value chain improvements, downstream impacts on oceans) and brokering of supply chain / manufacturing sector dialogue
- 3) Creation (/formalisation) of jobs that enhance collection and sorting of plastics / waste
- 4) Project monitoring and management of the above, and to progress the local policy dialogue.

## Recipient

DFIDs Climate and Environment Department and DFID Bangladesh

## Outcomes

Key outcomes in support of this objective will include:

- 1) Increased pelletized quantities and qualities befitting the requirements of a sustained supply relationship with the Dhaka manufacturing sector.
- 2) Increased value of recycled plastic and reduction of petro-chemically produced plastic resin imports
- 3) Strengthened relationship between the industrial manufacturing base and recycled resin supply chain, evidenced by increased sales of / tonnage of recycled resin entering into the manufacturing sector and sustained jobs generated out of this pilot.
- 4) Evidence of what works in the context of improving quality and quantity of nationally produced recycled resins. Evidence of enhanced quality and quantity of recycled resins. Evidence of improved and sustained recycled resin value,
- 5) Evidence to support any realised impact on downstream impact on Oceans.

## Scope

The scope of this assignment will be to:-

- Project management of all project outputs, including pilot monitoring and results reporting.
- Further assess the landscape and opportunities to advance the quality and quantity of recycled plastic resins (e.g pelletized processes, increased inputs and outputs to a consistent standard)
- Investigate with the private sector, the quality standards required to meet industrial plastic resin standards fit for supply and where support for jobs would enhance improved quantities and qualities of recycled plastic resin
- Investigate (& if applicable make) the link between this pilot project and the DFID Bangladesh programme entitled “Bangladesh Investment Climate Phase 2”

- Engagement and sharing of evidence and pilot approaches with the local Non-Government Organisation NGO community involved in waste management, including the Dhaka South City Corporation (DSCC) and Dhaka North City Corporation (DNCC). This aspect would also aim to inform Behavioural Change strategies.
- Agree monitoring arrangements on downstream impacts on oceans, impact on local waste management and locally processed quantities and qualities of recycled plastic resins.

### **Deliverables**

As an output -based assignment, this pilot will aim to produce:-

- Increased capability in the local recycled resin manufacturing to produce increased quantities and qualities of recycled resin, fit for consistent manufacturing sector supply.
- Creation of jobs to support the improvement of recycled quantity and qualities of recycled resins.
- Evidence of what works in the context of value chain improvements, including a clear articulation of quality standards required for supply to the manufacturing sector.
- An end of pilot assessment of the impact on health, education and livelihoods of those workers affected by the pilot.

### **Key relationships**

REDACTED

### **Timeframe and Break-clause**

This pilot will be 12 to 15 months in duration.

DFID will have the option to invoke a break clause at the points set out in ProForma 4 at Annex B. The break clause is the opportunity to respond to performance; monitoring quality; quality of reports.

### **Location**

This role requires either a Bangladesh based supplier or an internationally based supplier with up to 5 visits per annum to Bangladesh to undertake the role. Regardless of the location of the supplier, the proposal must reflect a practical approach to meeting the required outcomes.

### **Main activities / responsibilities**

1. Project management of all inputs, progress monitoring and results management
  - a. Project management
  - b. Monitoring of progress on key performance indicators including impact on oceans



- c. Results gathering and synthesis for reporting
2. Assistance to enhance Dhaka's capability to increase the quantity and quality of recycled resins.
  - a. Agreeing and using standards of recycled plastic quality required for private sector purchasing specifications.
  - b. Assistance that improves quality of recycled resin supply.
  - c. Assistance that improves quantity of recycled resin supply
  - d. Creation of relevant jobs to facilitate increased reliable quantities and qualities
3. Engagement with and facilitation of private sector actors, NGOs, government actors and DFID Bangladesh working in the Waste Management sector to specifically address the plastics problem / opportunities.
4. If a UK based supplier, up to 5 visits per annum to Bangladesh for a period of up to 2 weeks per visitation.

## **Reporting**

Quarterly narrative reports on progress of pilots and outputs to DFIDs Climate and Environment Department and DFID Bangladesh.

## **Specialist skills / experience required**

1 person leading the pilot with:-

- Excellent Project Management capability
- Economist skills ideally with experience in driving and monitoring value chain improvement.
- Project monitoring and results reporting capability.
- Ability to network and create consensus for the approach taken.
- Able to understand the context of Dhaka, Bangladesh and Waste Management approaches in this country / city context.

## **DFID Co-ordination and Management**

The Supplier will report to the Climate and Environment Department, DFID UK, and Roqibul Islam (DFID Bangladesh).

## **Duty of Care**

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their personnel working under this contract. Where the Supplier provides personnel in-country who are based abroad, travel advice is available on the UK Foreign and Commonwealth Office (FCO) website and the Supplier must ensure they (and their personnel) are up to date with the latest security position.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, considering the environment they will be working in and the level of risk involved in delivery of these terms of reference. The Supplier must ensure their personnel who are not based in country receive the required level of training and complete a UK government approved hostile environment training course (SAFE or its equivalent) provided by a recognised provider prior to deployment.

The Supplier must accept full responsibility for security and Duty of Care. They must confirm that they understand the potential risks and have the knowledge and experience to develop an effective risk plan and that they have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

### **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.

As this programme is targeting a highly sensitive area of work, 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;

Suppliers should also demonstrate a commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff.

### **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 App A and the standard clause 33 in section 2 of the contract.

## **Appendix A: of Contract Section 3 (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 DFID and any changes to the content of this schedule must be agreed formally with DFID under a Contract Variation.

Description	Details
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<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<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"><li>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 <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and/or fulfilment of this contract.</li></ol>
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