

CALL DOWN CONTRACT

Framework Agreement with: DAI Global UK Ltd

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

DFID Framework Agreement Purchase Order Number: [REDACTED]

Call-down Contract For: Building the Evidence Base on Trade Agreements and Environmental Outcomes

Defra Contract Purchase Order Number: [REDACTED]

I refer to the following:

1. The above mentioned Framework Agreement dated **19th October 2016**;
2. Your proposal of **10th January 2022**

and I confirm that Defra 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 **14/01/2022** ("the Start Date") and the Services shall be completed by **31/03/2022** ("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 Defra requires the Supplier to provide the Services to the **International Nature, Climate and Development Division's Reducing Demands on Nature Team** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£67,916.00** ("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 Defra.

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. Defra Officials

4.1 The Project Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

4.2 The Contract Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

5. Key Personnel

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Reports

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

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 Defra, Defra will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of
The Secretary of State for
Environment, Food and Rural Affairs

Name: [REDACTED]

Position: [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

For and on behalf of
DAI Global UK Ltd.

Name: [REDACTED]

Position: [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

Section 4, Annex A

Call-down Contract

Terms of Reference

Terms of Reference

Building the Evidence Base on Trade Agreements and Environmental Outcomes

Background

Defra's International Biodiversity and Climate Directorate (IBC) formed in September 2020. It has four Divisions and is collectively accelerating activity to protect and restore habitats and species to tackle both biodiversity loss and climate change. Within IBC the International Nature, Climate and Development Division aims to achieve tangible international action to protect biodiversity, mitigate and adapt to climate change, and reduce poverty.

IBC's Reducing Demand on Nature team work to end commodity-driven forest loss and land clearance through transitioning to sustainable supply chains, supporting producer-country efforts to protect their forests and raising global ambition to drive change at scale. A key element of this work is focused on the role of trade in supporting UK and international sustainability objectives.

This is an area of rapid policy development. The UK's ambitious and fast developing trade agreement negotiations timetable, that aims to achieve the conservative manifesto commitment of ensuring 80% of UK trade is covered by free trade agreements by end of 2022, is central to this. At the same time there is an urgent and complementary need to meet the Government's climate and biodiversity priorities outlined in the 25 Year Environment Plan.

The Global Resource Initiative was launched in 2018 to consider actions the UK can take to green its international supply chains and leave a lighter footprint on the global environment. GRI's final recommendations report, published in 2020, sets out a new approach to agriculture and forestry commodity supply chains in which environmental, human rights and economic development goals are aligned. One of the key recommendations emerging from the GRI process is to establish how trade levers can be used to support the transition to sustainable commodity supply chains that are fair and equitable for farmers, foresters, communities and indigenous peoples, whilst supporting long term economic growth.

We are interested in exploring the role of two possible trade levers that could help to achieve this end. The first element of this work seeks to explore the potential of offering trade terms with preferential market access for sustainably certified commodities. The second element looks to examine the content of sustainable forest articles within Free Trade agreements as a potential trade lever.

Objective

DEFRA's Reducing Demand on Nature team in INCD is looking to employ an external consultant to undertake this work which will ultimately inform policy development and decision making on trade levers for supporting the transition to sustainable commodity supply chains.

The overarching objective of this assignment is to build the evidence base on the role of trade levers in delivering positive environmental outcomes. There are two key elements to this work, contributing to the delivery of this high-level objective:

The first workstream will assess the impact and effectiveness of existing commodity certification schemes as a means to ensure positive environmental outcomes. It will identify how the environmental impacts of key commodities driving deforestation differ between goods produced to internationally recognised sustainability standards and those which are not, and rank the effectiveness of schemes against benchmarking criteria for certified goods, e.g. for sustainable palm oil the criteria defined by the UK Roundtable on Sourcing Sustainable Palm Oil.

The second workstream will assess the environmental impact of high and low ambition options for environment and forestry related text in Free Trade Agreements (FTAs). It will provide an assessment of the importance of including strong environmental considerations in FTAs and what this achieves.

Recipient

The recipient for this piece of work is the Reducing Demand on Nature Team of INCD.

Scope

The consultant should draw on existing analysis and literature where possible to inform their approach. This may include, for example, [JNCC's review of certification schemes](#) and [LET Guide](#), UK Roundtable on Sustainable palm oil and UK roundtable on sustainable soy literature, International Institute for Sustainable Development literature and a recently published [Comparative Life Cycle Assessment of RSPO-certified and Non-certified Palm Oil](#). Given time and budget constraints, it is not envisaged that significant primary data collection will take place; the consultant should focus on gathering and synthesising currently available evidence.

For workstream one of this assignment – exploring the impact and effectiveness of commodity certification schemes – the following broad approach is envisaged:

- Identify the key certification schemes for at least seven¹ high priority commodities driving deforestation and their requirements.
- Deliver a rigorous evidence assessment for each priority commodity following a structured approach, to identify existing evidence including existing lifecycle assessments on deforestation and the wider environmental impacts of the production of those commodities imported into the UK.
- Undertake a comparative analysis of the relative strengths and weaknesses of the identified certification schemes, rank the schemes for each commodity and benchmark these against how sustainability is defined by UK industry roundtables for sustainability where these are

¹ Cattle (beef, and leather), cocoa, coffee, maize, oil palm, rubber, and soya. List to be finalised in discussion with Defra.

present, and international criteria such as Accountability Framework Initiative (AFi) where these are not available.

- Assess the extent to which currently available certification schemes mitigate environmental impact based on a review and analysis of existing literature.
- Present analysis of how various sustainability schemes compare, the criteria these set, and their potential for use in any trade measure, with a view to informing future UK Government analysis and decision making on the role of certification schemes as a tool to meet trade and environmental policy objectives.

For workstream two - the impact of high and low ambition options in FTAs - the following broad approach is envisaged:

- Carry out a review of existing literature to understand what evidence and analysis currently exists on environmental impacts of FTAs.
- Develop, where sufficient data exists, a range of case studies incorporating both high and low ambition legal text in the sustainable forestry article of environmental chapters, to highlight the broad environmental outcomes associated with specific FTAs.
- Use existing evidence and analysis, supported by case studies, to develop plausible scenarios for environmental outcomes (deforestation, biodiversity loss, GHG emissions) of high and low ambition text in FTAs for selected priority countries - specifically Mexico, India, Mercosur and Brazil.
- Present analysis of the potential impact associated with different levels of ambition of environmental legal text in FTAs, building on existing evidence of environmental outcomes associated with FTAs, supported by specific case studies.

Deliverables

The consultant should produce:

- A brief inception report (max 10 pages) including:
 - Key research questions.
 - Detailed methodological approach.
 - Detailed timeframe for delivery.
- An Interim Report on workstream 1 (certification schemes)
 - Initial results of ranking analysis of certification schemes for palm oil and soy as these are needed most immediately.
- A Final Report (max 20 pages plus annexes) including:
 - Executive summary highlighting main findings and recommendations.
 - Methodology.
 - Detailed analysis of the effectiveness of existing commodity certification schemes to ensure positive environmental outcomes, how these rank against each other, and how these align with sustainable palm oil as defined by UK Industry roundtables.
 - Detailed analysis of the impact of high and low ambition options in FTAs.
 - Key findings.
 - Recommendations.
 - Suggested areas for future research.
- A PowerPoint presentation (maximum 10 slides) summarising the key findings and recommendations from the analysis.

Timing and Milestones

The work should start by 14th January 2022 and run until 31 March 2022. There is potential to extend this contract into financial year 2022/23 pending confirmation of budget availability.

The work will include several key delivery milestones:

14th January: Kick off meeting to agree assignment workplan, timings and deliverables.

Week commencing 24th January: Delivery of inception report outlining detailed approach to assignment, research framework and key milestones.

Week commencing 7th February: Interim report of results for workstream 1.

Week commencing 14th March: Delivery of draft Final Report for review.

Week commencing 28th March: Submission of revised Final Report.

It is anticipated that the consultant will hold fortnightly calls with the Defra contract manager to provide updates on progress, areas key concerns and delivery risk.

Consultant Skills/Background

The successful bidder will have the following background/skills:

- Expertise in the environmental impacts of commodities driving deforestation.
- Understanding of trade negotiations and FTAs.
- Experience of delivering succinct evidence reviews to inform government policy.
- Excellent inter-personal and communication skills.
- Understanding of DEFRA priorities and global context on issues of climate change and biodiversity.

Selection Process

Interested consultants are invited to submit a short (maximum 8 page) expression of interest (EOI) in response to this TORs, including:

- Understanding of the task.
- A draft methodology to deliver the task.
- Examples of similar assignments completed and relevant track record.
- A summary of the proposed team including roles and responsibilities.
- CVs of key team members (maximum 2 pages each, not included in page count).

Bidders should also share an itemised financial proposal and other documentation required in the cover email from EACDS Lot B.

Evaluation Methodology

The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to the Authority, having regard to the Authority's overall objectives and the criteria set out below.

Technical and financial proposals will be evaluated separately to identify a preferred supplier, based on the combined highest overall score.

The evaluation will be weighted 70% technical: 30% commercial.

Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

During the consensus meeting, the decision may be taken that a Response will not be carried forward to the next evaluation stage if the consensus view is that the Tenderer has failed to meet any minimum or mandatory requirements, and/or provided a non-compliant response.

All tenderers should be aware of the timescales set to deliver this requirement and only submit a response where they are fully confident of being able to deliver within these parameters.

Technical Evaluation

The technical evaluation will be conducted against the following weighted criteria: Strength of proposed methodology (40% of score); skills and experience of proposed team members (20%); proposed management arrangements and delivery timetable (20%); relevant organisation track record (20%).

Each of the technical criteria will be scored using the following scale:

Descriptor	Score
Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.	100
Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.	70
Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.	50

Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.	20
Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.	0

Each of the criteria will be allocated a score of between 0-100 for the documented response, based on the descriptor above. The scores will be weighted against the technical sub-weighting, and a final technical score will be calculated. The highest technical score will then receive the maximum 70% technical score to be added to the commercial score in the overall tender evaluation. Other bidder's technical scores will be calculated pro rata to the highest technical score.

Commercial Evaluation

The commercial proposal will be assessed on your lumpsum price to deliver the requirements outlined in this ToR. The lowest bid price will be awarded the maximum 30% available and other bidders scores will be calculated pro-rata to the lowest bid price.

Terms and Conditions

The terms and conditions for this award will be the standard EACDS framework terms agreed between the Foreign and Commonwealth and Development Office and DAI Global UK Ltd..

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
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 contract:</p> <p>1) 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.</p> <p>2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so Defra shall not be a Processor in respect of anonymised data as it does not constitute Personal Data.</p>

Section 4 – Annex B

Approved partners

Defra approves the following implementing partners: Natural Resources Institute, University of Greenwich

Schedule of Prices

1. It is a requirement that all invoices are presented in the format of the payment basis, and in the case of Fees and Expenses only those categories defined are separately identified. Only one invoice per period, as defined in Section 2, Clause 22, should be submitted.

2. Fees and Expenses

The amount of fees and expenses are shown separately and reflects the financial ceilings within each category. Only expenditure actually incurred will be reimbursed, and receipts for expenditure incurred may be required before any payment is made under this contract.

3. Milestone Payments

The amount to be paid for the completion of the services, at the payment points defined below (schedule of payments) at relevant points throughout the contract period.

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

[illegible]

Pro Forma 2					
Title		Building the evidence base on trade agreements and environmental outcomes			
Submitting Supplier(s)		Natural Resources Institute, University of Greenwich			
EXPENSES					
		Description	No	Rate (£)	Cost (£)
TRAVEL					
AIR FARES	International				
	Domestic				
OTHER	Airport transfer				
	Local Travel				
Sub Total					
SUBSISTENCE					
	Accommodation				
	Subsistence				
Sub Total					
OTHER EXPENSES					
					-
					-
Sub Total					-
TOTAL PROJECT EXPENSES					£ -

Pro Forma 3						
Title	Building the evidence base on trade agreements and environmental outcomes					
Submitting Supplier(s)	Natural Resources Institute,					
TOTAL						
Total Fees						£ 67,916.00
Total Project Expenses						£ -
TOTAL						£ 67,916.00
plus UK VAT @ 20% or prevailing rate						

Pro Forma 4									
Title	Building the evidence base on trade agreements and environmental outcomes								
Submitting Supplier(s)	Natural Resources Institute, University of Greenwich								
MILESTONE PAYMENT SCHEDULE									
Milestone Description			Milestone No	% of Fee value	Amount (£)				
			1						
			2						
			3						
Total				100%	£67,916				